



**City of Bloomington
City Council
Regular Session Meeting
September 8, 2025**



Components of the City Council Agenda

Recognition and Proclamation

This portion of the meeting recognizes individuals, groups, or institutions publicly, as well as those receiving a proclamation, or declaring a day or event.

Public Hearing

Items that require receiving public testimony will be placed on the agenda and noticed as a Public Hearing. Individuals have an opportunity to provide public testimony on those items that impact the community and/or residence.

Public Comment

Each City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is allotted up to 3 minutes to speak. Individuals wishing to email public comment or speak remotely must email comments and/or register online at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person must register up to 5 minutes before the start of the meeting. Speakers will be selected at random.

Public comment is a time to provide feedback. City Council does not respond to public comment. Speakers who engage in threatening or disorderly behavior will have their time ceased.

Consent Agenda

All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a City Council Member, City Manager or Corporation Counsel so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which typically begins with Item No. 8.

The City's Boards and Commissions hold Public Hearings prior to some City Council agenda items appearing on the City Council's Meeting Agenda. Persons who wish to address the City Council should provide new information that is pertinent to the issue before them.

Regular Agenda

All items that provide the City Council an opportunity to receive a presentation, ask questions of City Staff, seek additional information, or deliberate prior to making a decision will be placed on the Regular Agenda.

Mayor and Council

Mayor - Dan Brady

City Council Members

Ward 1 - Jenna Kearns
Ward 2 - Micheal Mosley
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Michael Mosley
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Abby Scott

City Manager - Jeff Jurgens
Sr. Deputy City Manager - Billy Tyus
Deputy City Manager - Sue McLaughlin

City Logo Design Rationale

The **CHEVRON** Represents:
Service, Rank, and Authority
Growth and Diversity, A Friendly and
Safe Community A Positive, Upward
Movement and Commitment to Excellence!

Mission, Vision and Value Statement

Mission

To Lead, Serve and Uplift the City of
Bloomington

Vision

A Jewel of the Midwest Cities

Values

Service-Centered, Results-Driven, Inclusive

Strategic Plan Goals

- Financially Sound City Providing Quality Basic Services
- Upgrade City Infrastructure and Facilities Grow the Local Economy
- Strong Neighborhoods
- Great Place - Livable, Sustainable City
- Prosperous Downtown Bloomington



**City Council - Regular Session Meeting Agenda
Government Center Boardroom, 4th Floor, Room #400
115 E. Washington Street, Bloomington, IL 61701**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer and/or Reflection**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Recognition of Firefighters Robert Barnard, Jake Cheeseman, Dalton Hogan, Holden Lueck, Holden Snyder, Ben Schuler, and Ian Wisher, for the completion of their One-Year Probationary Period, as well as the Recently Appointed Captains Joshua Wheeler and Clayton Matteson, as requested by the Fire Department.** (Recommended Motion: None; Recognition only.)
 - B. National Emblem Club Week Proclamation, as requested by the Administration Department.** (Recommended Motion: None; Recognition only.)
 - C. Proclamation Recognizing Welcoming Week, as requested by the Administration Department.** (Recommended Motion: None; Recognition only.)
 - D. Recognition of Residents Who Have Recently Obtained United States Citizenship, as requested by the Administration Department.** (Recommended Motion: None; Recognition only.)
- 6. Public Comment**

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.cityblm.org/register at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.
- 7. Consent Agenda**

Items listed on the Consent Agenda are approved with one motion; Items pulled by City Council from the Consent Agenda for discussion are listed and voted on separately.

 - A. Consideration and Action to Approve the Minutes of the August 11, 2025, Regular City Council Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)
 - B. Consideration and Action on Approving Bills and Payroll in the Amount of \$13,304,706.38, as requested by the Finance Department.** (Recommended Motion: The proposed Bills and Payroll be approved.)

- C. **Consideration and Action on Approving Appointments and Reappointments to Boards and Commissions, as requested by the Administration Department.** (Recommended Motion: The proposed Appointments and Reappointments be approved.)
- D. **Consideration and Action on a Resolution Approving an Agreement with Hutchison Engineering, Inc., for Engineering Services for the Design Work of Water Mains Along the Illinois RTE 9 Project that the State of Illinois Department of Transportation will be Reconstructing in the Fall of 2025, in an Amount Not to Exceed \$280,000, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)
- E. **Consideration and Action on a Resolution Approving an Agreement with FirstWatch Systems, Inc. for Real-Time Data Analysis and Dashboard Services, in the Amount of \$173,288.58, as requested by the Fire Department.** (Recommended Motion: The proposed Resolution be approved.)
- F. **Consideration and Action on a Resolution (1) Waiving the Formal Bidding Requirements; and (2) Approving an Agreement with SiteMed, to Provide Occupational Safety and Health (OSHA) Required Medical Surveillance and Physical Evaluation, in an Amount Not to Exceed \$73,703, as requested by the Human Resources Department.** (Recommended Motion: The proposed Resolution be approved.)
- G. **Consideration and Action on an Ordinance Approving a Redevelopment Agreement By and Between the City of Bloomington and FMB Holdings, Inc., for the Property Commonly Known as 210 N. Center St. (PIN: 21-04-332-008), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- H. **Consideration and Action on an Ordinance Amending Fees Applicable to Chapter 2 (Administration) of the City Code Regarding the Schedule of Fees for Public Records, as requested by the City Clerk Department.** (Recommended Motion: The proposed Ordinance be approved.)
- I. **Consideration and Action on an Application by Jayst., Inc., d/b/a Mulligans, located at 531 N. Main St., Requesting Approval of a Change in Ownership for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)

8. Regular Agenda

- A. **Consideration and Action on a Resolution (1) Approving the Early Termination (Approx. 15 Months Early) of the Existing Agreement with Axon Enterprises, Inc.; and (2) Approving a New Twelve-Year (Beginning October 1, 2025) Agreement with Axon Enterprises, Inc., in the Amount of \$13,559,883.81, as requested by the Police Department.** (Recommended Motion: The proposed Resolution be approved.) (Presentation by Aaron Veerman, Assistant Police Chief, 10 minutes; and City Council Discussion, 10 minutes.)
- B. **Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Development**

Intensity and Commercial Uses in Residential Districts, and Single-Family Residential in the D-2 (Downtown Transitional) District, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Kelly Pfeifer, Development Service Director, & Alissa Pemberton, Planning Manager, 10 minutes; and City Council Discussion, 15 minutes.)

- C. **Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Practical Buildability in Mixed- and Multiple-Family Residential Districts, as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Kelly Pfeifer, Development Service Director, & Alissa Pemberton, Planning Manager, 10 minutes; and City Council Discussion, 15 minutes.)
- D. **Consideration and Action on a Resolution Providing Direction on the Draft Opticos Report, as requested by the Development Services Department.** (Recommended Motion: The proposed Resolution be approved.) (Presentation by Kelly Pfeifer, Development Service Director, & Alissa Pemberton, Planning Manager, 5 minutes; and City Council Discussion, 10 minutes.)

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

13. Adjournment

Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 mhurt@cityblm.org.



Recognition/Appointments Item No. 5.A.

For City Council: September 8, 2025

Ward Impacted: City Wide

Subject: Recognition of Firefighters Robert Barnard, Jake Cheeseman, Dalton Hogan, Holden Lueck, Holden Snyder, Ben Schuler, and Ian Wisher, for the completion of their One-Year Probationary Period, as well as the Recently Appointed Captains Joshua Wheeler and Clayton Matteson, as requested by the Fire Department.

Recommended Motion: None; Recognition only.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

Objective 1a. Budget with adequate resources to support defined services and level of services

Background: Firefighters Robert Barnard, Dalton Hogan, Jake Cheeseman, Holden Snyder, Ben Schuler, and Ian Wisher successfully completed their one-year probationary period on August 26, 2025. In addition, Captain Joshua Wheeler was promoted on August 21, 2025, and Captain Clayton Matteson was promoted on September 4, 2025. They will attend the Council meeting to be recognized for their dedication, professionalism, and achievements in serving the citizens of Bloomington.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Firefighters Commission - R.Barnard
2. Firefighters Commission - J.Cheeseman
3. Firefighters Commission - D.Hogan
4. Firefighters Commission - H.Lueck
5. Firefighters Commission - B.Schuler
6. Firefighters Commission - H.Snyder
7. Firefighters Commission - I.Wisher

City of Bloomington



Central Station Circa 1902

Fire Department

Firefighter's Commission

By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that

Robert Barnard

Having been duly sworn
was appointed and commissioned a

Firefighter

in recognition of their completion
of their probationary year on August 26, 2025
As Evidence thereof, we set our hand and seal

Dan Brady
Mayor

Jeff Jurgens
City Manager



Cory Matheny
Chief

Leslie Vocum
City Clerk

City of Bloomington



Central Station Circa 1902

Fire Department

Firefighter's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Jake Cheeseman

*Having been duly sworn
was appointed and commissioned a*

Firefighter

*in recognition of their completion
of their probationary year on August 26, 2025
As Evidence thereof, we set our hand and seal*

Dan Brady
Mayor

Jeff Jurgens
City Manager



Cory Matheny
Chief

Leslie Vocum
City Clerk

City of Bloomington



Central Station Circa 1902

Fire Department

Firefighter's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Dalton Hogan

*Having been duly sworn
was appointed and commissioned a*

Firefighter

*in recognition of their completion
of their probationary year on August 26, 2025
As Evidence thereof, we set our hand and seal*

Dan Brady

Mayor

Jeff Jurgens

City Manager



Cory Matheny

Chief

Leslie Vocum

City Clerk

City of Bloomington



Central Station Circa 1902

Fire Department

Firefighter's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,*

We do hereby certify that

Holden Lueck

*Having been duly sworn
was appointed and commissioned a*

Firefighter

*in recognition of their completion
of their probationary year on August 26, 2025
As Evidence thereof, we set our hand and seal*

Dan Brady

Mayor

Cory Matheny

Chief

Jeff Jurgens

City Manager



Leslie Vocum

City Clerk

City of Bloomington



Central Station Circa 1902

Fire Department

Firefighter's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Benjamin Schuler

*Having been duly sworn
was appointed and commissioned a*

Firefighter

*in recognition of their completion
of their probationary year on August 26, 2025
As Evidence thereof, we set our hand and seal*

Dan Brady

Mayor

Jeff Jurgens

City Manager



Cory Matheny

Chief

Leslie Vocum

City Clerk

City of Bloomington



Central Station Circa 1902

Fire Department

Firefighter's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Holden Snyder

*Having been duly sworn
was appointed and commissioned a*

Firefighter

*in recognition of their completion
of their probationary year on August 26, 2025
As Evidence thereof, we set our hand and seal*

A handwritten signature in black ink, appearing to read "Dan Brady".

Dan Brady

Mayor

A handwritten signature in black ink, appearing to read "Jeff Jurgens".

Jeff Jurgens

City Manager



A handwritten signature in black ink, appearing to read "Cory Matheny".

Cory Matheny

Chief

A handwritten signature in black ink, appearing to read "Leslie Vocum".

Leslie Vocum

City Clerk

City of Bloomington



Central Station Circa 1902

Fire Department

Firefighter's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Jan Wisher

*Having been duly sworn
was appointed and commissioned a*

Firefighter

*in recognition of their completion
of their probationary year on August 26, 2025
As Evidence thereof, we set our hand and seal*

A handwritten signature in black ink, appearing to read "Dan Brady".

Dan Brady

Mayor

A handwritten signature in black ink, appearing to read "Jeff Jurgens".

Jeff Jurgens

City Manager



A handwritten signature in black ink, appearing to read "Cory Matheny".

Cory Matheny

Chief

A handwritten signature in black ink, appearing to read "Leslie Vocum".

Leslie Vocum

City Clerk



Recognition/Appointments Item No. 5.B.

For City Council: September 8, 2025

Ward Impacted: City Wide

Subject: National Emblem Club Week Proclamation, as requested by the Administration Department.

Recommended Motion: None; Recognition only.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5a. Well-planned City with necessary services and infrastructure

Background: The included Proclamation is a public statement that brings attention to factors that affect our community.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Proclamation - National Emblem Club Week



Mayoral Proclamation *National Emblem Club Week Proclamation*

WHEREAS, the members of Bloomington Emblem Club #432 of the Supreme Emblem Club of the United States of America, in promulgating community service, are actively engaged in seeking out the worthy and the needy in our community; and

WHEREAS, their assistance and guidance provided to young men and women is evidenced by their scholarships, assuring the advanced education of the deserving; and

WHEREAS, those needs of seniors, physical and mentally challenged, those hospitalized, veterans, and those with other needs are considered and fulfilled insofar as can be; and

WHEREAS, the members are vitally concerned with the immediate and permanent needs of those placed in stress by reason of floods, tornados, and other disasters of nature; and

WHEREAS, the members are dedicated to the principle of philanthropic endeavors.

NOW THEREFORE, be it resolved that the deeds of these dedicated charitable members of Bloomington Emblem Club #432 of the Supreme Emblem Club of the United States of America be recognized,

Further resolved, as Mayor of the City of Bloomington, IL, I do hereby proclaim this week of September 13th through September 20th as "National Emblem Club Week".

A handwritten signature in black ink, appearing to read 'Dan Brady'.

Dan Brady
Mayor



A handwritten signature in black ink, appearing to read 'Leslie Yocum'.

Leslie Yocum
City Clerk



Recognition/Appointments Item No. 5.C.

For City Council: September 8, 2025

Ward Impacted: City Wide

Subject: Proclamation Recognizing Welcoming Week, as requested by the Administration Department.

Recommended Motion: None; Recognition only.

Strategic Plan:

Goal 5. Prosperous Downtown Bloomington

Objective 5a. Well-planned City with necessary services and infrastructure

Background: The included Proclamation is a public statement that brings attention to factors that affect our community.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. ADM 1B Welcoming Week 2025 Proclamation



Welcoming Week 2025 By City of Bloomington Mayor: A Proclamation

This September, the City of Bloomington community will come together to find common ground with our neighbors, seek similarities within our different cultures and perspectives, and deepen our commitments to building a stronger and more resilient City of Bloomington.

We are much stronger when we embrace our similarities and differences, and the members of our community will do just that by sharing food, music, art, conversation, and more throughout the week.

While this week provides an opportunity to pause, reflect, and plan for the next phase of welcoming work in City of Bloomington, our community prioritizes a spirit of welcoming year-round. Welcoming is a core part of who we are and who we have always been, and City of Bloomington will continue to choose connection, courage, and love over division, fear, and hate.

NOW, THEREFORE, I, Dan Brady, Mayor of the City of Bloomington, by virtue of the authority vested in me by the Constitution and laws of City of Bloomington, do hereby proclaim the week of September 12-21, 2025, Welcoming Week. I call upon the people of the City of Bloomington to join together to build stronger communities across the City of Bloomington.

A handwritten signature in black ink, appearing to read 'Dan Brady'.

Dan Brady
Mayor



A handwritten signature in black ink, appearing to read 'Leslie Yocum'.

Leslie Yocum
City Clerk



Recognition/Appointments Item No. 5.D.

For City Council: September 8, 2025

Ward Impacted: City Wide

Subject: Recognition of Residents Who Have Recently Obtained United States Citizenship, as requested by the Administration Department.

Recommended Motion: None; Recognition only.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5a. Well-planned City with necessary services and infrastructure

Background: In conjunction with Welcoming Week, the City and the Immigration Project would like to recognize families in the Community that have recently obtained their United States Citizenship.

Community Groups/Interested Persons Contacted: The Immigration Project

Financial Impact: N/A

Attachments:

None



Consent Agenda Item No. 7.A.

For City Council: September 8, 2025

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Minutes of the August 11, 2025, Regular City Council Meeting, as requested by the City Clerk Department.

Recommended Motion: The proposed Minutes be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

Objective 1d. City services delivered in the most cost-effective, efficient manner

Background: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk. In compliance with the Open Meetings Act, minutes must be approved 30 days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, minutes are available for public inspection and posted to the City's website within 10 days after approval.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. DRAFT 08-11-2025 Minutes



**MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, AUGUST 28, 2025 6:00 P.M.**

The City Council convened in regular session in the Government Center Boardroom at 6:00 P.M. Mayor Pro Tem Mollie Ward called the meeting to order and led the Pledge of Allegiance, ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Dan Brady	Mayor	Remote, 6:02 P.M.
Jenna Kearns	Council Member, Ward 1	Present
Micheal Mosley	Council Member, Ward 2	Remote, 6:02 P.M.
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Mike Straza	Council Member, Ward 5	Remote, 6:02 P.M.
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Abby Scott	Council Member, Ward 9	Present

Remote Participation

Council Member Montney made a motion, seconded by Council Member Danenberger, to allow Mayor Brady and Council Members Mosley and Straza to attend remotely due to work reasons.

Mayor Pro Tem Ward directed the Clerk to call roll:

AYES: Kearns, Montney, Danenberger, Hendricks, Ward, Lee, Scott

Motion carried.

Mayor Brady and Council Members Mosley and Straza joined the meeting remotely at 6:02 P.M. Mayor Brady became meeting Chair, and Mayor Pro Tem Ward returned to her position as Council Member.

Public Hearing

Item 6.A. Public Hearing on a Proposal Requesting the Vacation of West Elm Street, between South Center Street and South Main Street, as requested by the Development Services Department.

Mayor Brady opened the Public Hearing at 6:03 P.M.

Development Services Director Kelly Pfeifer explained that the City was holding a public hearing on a request to vacate a portion of Elm Street between South Center St. and South Main St. to support the redevelopment of properties owned by a developer on both sides of the street. She stated that the vacation was conditional and would only be finalized if the redevelopment project moved forward. She shared that staff from the Development Services, Engineering, and

Water Departments had reviewed the request and found no issues, and were recommending approval of the vacation, which would appear on the Regular Agenda later in the meeting.

Mayor Brady asked if Council had any questions or comments. None were made.

Mayor Brady asked if anyone from the public wished to testify. No one came forward.

Mayor Brady closed the Public Hearing at 6:05 P.M.

Public Comment

Mayor Brady read a public comment statement of procedure. John Solberg emailed public comment and Diana Human spoke in-person.

Consent Agenda

Items listed on the Consent Agenda are approved with one motion; Items pulled by Council from the Consent Agenda for discussion are listed and voted on separately.

Council Member Hendricks made a motion, seconded by Council Member Ward, to approve the Consent Agenda as presented.

Item 8.A. Consideration and Action to Approve the Minutes of the July 14, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$9,571,087.56, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action on a Resolution Approving (1) the Purchase of one Caterpillar 430-07 Backhoe from Altorfer Cat, in the Amount of \$227,729; and (2) Declaring a 2013 Caterpillar 430fit Backhoe (Unit 851) Surplus and Authorizing the Trade-In for a Credit of \$27,500, for a Total Net Cost of \$200,229, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 142

A RESOLUTION APPROVING (1) THE PURCHASE OF ONE CATERPILLAR 430-07 BACKHOE FROM ALTORFER CAT, IN THE AMOUNT OF \$227,729; AND (2) DECLARING A 2013 CATERPILLAR 430FIT BACKHOE (UNIT 851) SURPLUS AND AUTHORIZING THE TRADE-IN FOR A CREDIT OF \$27,500, FOR A TOTAL NET COST OF \$200,229

Item 8.D. Consideration and Action on (1) a Resolution Approving a Contract with Union Roofing Co., Inc., for Lincoln Leisure Center Roof Replacement (Bid #2026-01), in the Amount of \$323,170; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, for the Capital Improvement Fund, to utilize reserves, in the Amount of \$323,170, is requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution and Ordinance be approved.)

RESOLUTION NO. 2025 – 143

A RESOLUTION APPROVING A CONTRACT WITH UNION ROOFING CO., INC., FOR LINCOLN LEISURE CENTER ROOF REPLACEMENT (BID #2026-01), IN THE AMOUNT OF \$323,170

ORDINANCE NO. 2025 – 052

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR
ENDING APRIL 30, 2026, FOR THE CAPITAL IMPROVEMENT FUND, TO UTILIZE
RESERVES, IN THE AMOUNT OF \$323,170**

Item 8.E. Consideration and Action on (1) a Resolution Approving an Agreement with Otto Baum Company, Inc., for Police Department Garage T-Beam Repairs, in an Amount Not to Exceed \$249,900; and (2) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2026, for the Capital Improvement Fund, to utilize reserves, in the Amount of \$249,900, as requested by the Public Works Department and the Police Department. (Recommended Motion: The proposed Resolution and Ordinance be approved.)

RESOLUTION NO. 2025 – 144

**A RESOLUTION APPROVING AN AGREEMENT WITH OTTO BAUM COMPANY, INC., FOR
POLICE DEPARTMENT GARAGE T-BEAM REPAIRS, IN AN AMOUNT NOT TO EXCEED
\$249,900**

ORDINANCE NO. 2025 – 053

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR
ENDING APRIL 30, 2026, FOR THE CAPITAL IMPROVEMENT FUND, TO UTILIZE
RESERVES, IN THE AMOUNT OF \$249,900**

Item 8.F. Consideration and Action on a Resolution Approving an Agreement with All City Management Services, Inc. (RFP #2026-03), for Crossing Guard Services for Two School Year Terms from August 2025 to June 2027, with an Option for Three Additional Years Based Upon Performance and Need Each Year in an Amount of \$281,350 for the First Two Year Term and \$145,580, \$150,633, and \$155,891 in the Three Optional Years, for a Possible Total Amount of \$733,454, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 145

**A RESOLUTION APPROVING AN AGREEMENT WITH ALL CITY MANAGEMENT
SERVICES, INC. (RFP #2026-03), FOR CROSSING GUARD SERVICES FOR TWO
SCHOOL YEAR TERMS FROM AUGUST 2025 TO JUNE 2027, WITH AN OPTION FOR
THREE ADDITIONAL YEARS BASED UPON PERFORMANCE AND NEED EACH YEAR IN
AN AMOUNT OF \$281,350 FOR THE FIRST TWO YEAR TERM AND \$145,580, \$150,633,
AND \$155,891 IN THE THREE OPTIONAL YEARS, FOR A POSSIBLE TOTAL AMOUNT OF
\$733,454**

Item 8.G. Consideration and Action on a Resolution Approving the Acceptance of a Grant from the Illinois Housing Development Authority Home Repair & Accessibility Program Round 2, as requested by the Department of Community Impact & Enhancement. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 146

**A RESOLUTION APPROVING THE ACCEPTANCE OF A GRANT FROM THE ILLINOIS
HOUSING DEVELOPMENT AUTHORITY HOME REPAIR & ACCESSIBILITY PROGRAM
ROUND 2 - PID#52587**

Item 8.H. Consideration and Action on a Resolution Approving an Agreement between the Illinois State University Hockey Club and Team and the City of Bloomington Parks and

Recreation Department for the Use of Locker Room Space at the Bloomington Ice Center, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 147

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE ILLINOIS STATE UNIVERSITY HOCKEY CLUB AND TEAM AND THE CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT FOR THE USE OF LOCKER ROOM SPACE AT THE BLOOMINGTON ICE CENTER

Item 8.I. Consideration and Action on a Resolution to Approve Additional Excess Workers Compensation Insurance Premium Owed to Arthur J. Gallagher, for Fiscal Year 2025, in the Amount of \$49,262, as requested by the Human Resources Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 148

A RESOLUTION TO APPROVE ADDITIONAL EXCESS WORKERS COMPENSATION INSURANCE PREMIUM OWED TO ARTHUR J. GALLAGHER, FOR FISCAL YEAR 2025, IN THE AMOUNT OF \$49,262

Item 8.J. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, to Increase the Community Development Budget Due to Approved Lead Program and Community Development Block Grant Funding, in the Amount of \$1,135,157.55, as requested by the Department of Community Impact & Enhancement. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 054

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2026, TO INCREASE THE COMMUNITY DEVELOPMENT BUDGET DUE TO APPROVED LEAD PROGRAM AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING, IN THE AMOUNT OF \$1,135,157.55

Item 8.K. Consideration and Action on an Application from the City of Bloomington, d/b/a Bloomington Ice Center, to be located at 201 S. Roosevelt Ave., Requesting Approval of the Creation of a Class EBS (Entertainment, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 8.L. Consideration and Action on an Application from Fiesta Ranchera of Illinois, Inc., d/b/a Fiesta Ranchera No. 3, to be located at 604 IAA Dr., Requesting Approval of the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 8.M. Consideration and Action on an Application from 8 Bit II, Inc., d/b/a 8 Bit Arcade Bar, to be located at 217 W. Jefferson St., Requesting Approval of the Creation of a Class TAPS (Tavern, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 8.N. Consideration and Action on an Application from Casper Brewing Company, LLC, located at 3803 & 3807 Ballybunion Rd., Requesting Approval of a Change in Ownership for their Class TBPS (Tavern, Beer & Wine Only, Package, and Sunday Sales) Liquor License,

as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Mayor Brady directed the Clerk to call roll:

AYES: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion carried.

Regular Agenda

The following Item was presented:

Item 9.A. Consideration and Action on an Ordinance Approving the Vacation of the Portion of West Elm Street, between South Center Street and South Main Street, as requested by the Development Services Department.

Billy Tyus, Sr. Deputy City Manager, stated that he felt it was important to note that the developer was a local mom and pop operation that had invested a significant amount of money into purchasing the properties. He stated that the Item was related to the Public Hearing.

Director Kelly Pfeifer followed up, stating that the market value of the property was about \$85,535 and would likely be included in a redevelopment deal with the applicant. She shared that the developer owned the property on both sides of the street and planned to combine them into one parcel for development if the project proceeded. She emphasized that the vacation was conditional and would only be finalized if the redevelopment moved forward.

Council had no additional questions or comments.

Council Member Hendricks amended her motion, seconded by Council Member Kearns, to approve the Item as presented.

Mayor Brady directed the Clerk to call roll:

AYES: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion carried.

ORDINANCE NO. 2025 – 055

AN ORDINANCE APPROVING THE VACATION OF THE PORTION OF WEST ELM STREET, BETWEEN SOUTH CENTER STREET AND SOUTH MAIN STREET

City Manager's Discussion

Sr. Deputy City Manager Tyus updated Council on the Downtown Streetscape Project, noting that the plaza had been blocked off and mentioned available alternative parking locations.

Mayor's Discussion

Mayor Dan Brady had no comments.

Council Members' Discussion

No Council Members provided comments.

Executive Session

No Executive Session has held.

Adjournment

Council Member Hendricks made a motion, seconded by Council Member Danenberger, to adjourn the meeting.

Mayor Brady directed the Clerk to call roll:

AYES: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion carried (viva voce).

The meeting adjourned at 6:15 P.M.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk



Consent Agenda Item No. 7.B.

For City Council: September 8, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Bills and Payroll in the Amount of \$13,304,706.38, as requested by the Finance Department.

Recommended Motion: The proposed Bills and Payroll be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

Objective 1d. City services delivered in the most cost-effective, efficient manner

Background: Bills and Payroll are filed in the City Clerk's Department. The full Bills and Payroll Report is now housed under Finance documents on the City website, available at <https://www.cityblm.org/bills>.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: Total disbursements to be approved \$13,304,706.38 (Payroll total \$3,378,783.49, Accounts Payable total \$9,621,877.71, Bank Transfers total \$130,466.60, and P-Card total \$173,578.58).

Attachments:

1. Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
8/22/2025	\$ 2,734,361.04	\$ 644,422.45	\$ 3,378,783.49

Off Cycle Adjustments	\$ -	\$ -	\$ -
PAYROLL TOTAL			\$ 3,378,783.49

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
9/8/2025	AP General	\$ 9,490,607.37
9/8/2025	AP JMScott	\$ -
9/8/2025	AP Comm Devel	\$ 23,477.95
9/8/2025	AP IHDA	\$ -
9/8/2025	AP Library	\$ 54,510.95
9/8/2025	AP MFT	\$ -
8/20/2025-8/28/2025	Out of Cycle AP	\$ 53,281.44
8/18/2025-8/27/2025	AP Bank Transfers	\$ 130,466.60
AP TOTAL		\$ 9,752,344.31

PCARDS

7/02/2025-8/01/2025	\$ 173,578.58
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PCARD TOTAL	\$ 173,578.58
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GRAND TOTAL	\$ 13,304,706.38
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Respectfully,

F Scott Rathbun
Director of Finance



Consent Agenda Item No. 7.C.

For City Council: September 8, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Appointments and Reappointments to Boards and Commissions, as requested by the Administration Department.

Recommended Motion: The proposed Appointments and Reappointments be approved.

Strategic Plan:

Goal 5: Prosperous Downtown Bloomington

Objective 5b. City decisions consistent with plans and policies

Background: Applications are on file in the Administration Office. The Mayor of the City of Bloomington asks Council concurrence in the appointment and reappointments of:

Board of Fire and Police Commissioners: Dean Fletcher's appointment, if approved, is effective immediately, with an expiration date of 04-30-28

Citizens' Beautification Committee: Maureen Clancy's and Ronald Van Donk's appointments, if approved, are effective immediately, with an expiration date of 04-30-28.

Connect Transit Board: Judy Buchanan's reappointment, if approved, is effective immediately, with an expiration date of 06-30-29.

Criminal Justice Coordinating Council: Micheal Mosley's appointment, if approved, is effective immediately.

Japanese Sister City Committee: Joseph Hale's appointment, if approved, is effective immediately, with an expiration date of 04-30-28.

Library Board of Trustees: Melissa Libert's appointment, if approved, is effective immediately, with an expiration date of 04-30-28.

McLean County Public Building Commission: Robert Fazzini's reappointment, if approved, is effective 10-01-25, with an expiration date of 09-30-30.

Planning Commission: Morgan Riley's appointment, if approved, is effective immediately, with an expiration date of 04-30-28.

Public Safety and Community Relations Board: Nitin Aurora's appointment, if approved, is effective immediately, with an expiration date of 04-30-28.

Technology Commission: Ben Zimmerman's appointment, if approved, is effective immediately, with an expiration date of 04-30-28.

Transportation Commission: Orhan Enata's and Charles Brim's appointments, if approved, are effective immediately, with an expiration date of 04-30-28.

Zoning Board of Appeals: Rebecca Welch's and Melissa Wood's appointments, if approved, are effective immediately, with an expiration date of 04-30-28.

Community Groups/Interested Persons Contacted: The Mayor contacts all recommended appointments.

Financial Impact: N/A

Attachments:

1. ADM 1C Boards and Commissions Rosters

BOARD OF FIRE AND POLICE COMMISSIONERS ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Board of Fire & Police Commissioners	Commissioner	Ellen	Schroeder-Concklin	4/30/2023	4/27/2020	2017	true
Active	Board of Fire & Police Commissioners	Commissioner	Michael	Rudicil	4/30/2023	4/27/2020	2017	true
Vacant	Board of Fire & Police Commissioners	Commissioner						

CITIZENS' BEAUTIFICATION COMMITTEE ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Hold Over	Citizens Beautification	Commissioner	Deborah	Johnson	4/30/2024	7/11/2022	2022	true
Active	Citizens Beautification	Chair	Gina	Lavazza	4/30/2027	5/13/2024	2022	true
Active	Citizens Beautification	Commissioner	Izola	Tyus	4/30/2027	2/26/2024	2024	true
Active	Citizens Beautification	Co-Chair	Daniel	Freburg	4/30/2028	3/24/2025	2018	true
Active	Citizens Beautification	Commissioner	Jennifer	Aurora	4/30/2028	3/24/2025	2022	true
Active	Citizens Beautification	Commissioner	Jackie	Young	4/30/2028	2/24/2025	2025	true
Vacant	Citizens Beautification	Commissioner						
Vacant	Citizens Beautification	Commissioner						
Vacant	Citizens Beautification	Commissioner						
Vacant	Citizens Beautification	Commissioner						
Vacant	Citizens Beautification	Commissioner						
Vacant	Citizens Beautification	Commissioner						

CONNECT TRANSIT BOARD ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Connect Transit Board	Blm	Linda	Foster	6/30/2027	4/13/2020	2020	true
Active	Connect Transit Board	Blm	Judy	Buchanan	6/30/2025	6/28/2021	2009	true
Active	Connect Transit Board	Blm	Ryan	Whitehouse	6/30/2028	6/10/2024	2012	true
Active	Connect Transit Board	Blm	Elicsha	Sanders	4/30/2029	4/28/2025	2025	true

JAPANESE SISTER CITY COMMITTEE ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Japanese Sister City Committee	Chair	Jeff	Kroesch				false
Active	Japanese Sister City Committee	Committee Member	Sarah	Adelman	10/9/2025		2023	true
Active	Japanese Sister City Committee	Committee Member	Brenda	Guest	4/30/2026	5/22/2023	2018	true
Vacant	Japanese Sister City Committee				4/30/2026			true
Vacant	Japanese Sister City Committee				4/30/2026			true
Vacant	Japanese Sister City Committee				4/30/2026			
Active	Japanese Sister City Committee	Committee Member	Dawn	McBride	4/30/2027	5/13/2024	2018	true
Active	Japanese Sister City Committee	Committee Member	Steven	Campbell	4/30/2027	5/13/2024	2021	true
Active	Japanese Sister City Committee	Committee Member	Justin	Tirone	4/30/2027	3/11/2024	2024	true
Active	Japanese Sister City Committee	Committee Member	Bennett	Morris	4/30/2028	3/24/2025	2023	true
Active	Japanese Sister City Committee	Committee Member	Katherine	Scheck	4/30/2028	3/24/2025	2023	true

LIBRARY BOARD OF TRUSTEES ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Vacant	Library Board of Trustees							
Active	Library Board of Trustees	Treasurer	John	Argenziano	4/30/2026	4/24/2023	2018	true
Active	Library Board of Trustees	President	Catrina	Parker	4/30/2026	4/24/2023	2018	true
Active	Library Board of Trustees	Member	Ashlee	Sang	4/30/2026	10/28/2024	2024	true
Active	Library Board of Trustees	Secretary	Dianne	Hollister	4/30/2027	4/8/2024	2017	true
Active	Library Board of Trustees	Trustee	Sharon	Zeck	4/30/2027	4/22/2024	2024	true
Active	Library Board of Trustees	Member	Alok	Hoonka	4/30/2027	2/24/2025	2025	true
Active	Library Board of Trustees	Trustee	Georgene	Chissell	4/30/2028	3/24/2025	2024	true
Active	Library Board of Trustees	Trustee	Craig	McCormick	4/30/2028	3/24/2025	2024	true

PLANNING COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Planning Commission	Commissioner	Rachael	Mosley	4/30/2028	4/28/2025	2025	true
Active	Planning Commission	Member	Thomas	Krieger	4/30/2026	4/10/2023		true
Active	Planning Commission	Vice Chair	Anna	Sochotsky (Patino)	4/30/2026	5/22/2023		true
Active	Planning Commission	Member	Mark	Muehleck	4/30/2026	8/28/2023	2020	true
Active	Planning Commission	Member	David	Lewis	4/30/2026		05/22/2023	true
Active	Planning Commission	Member	Goverdhan	Galpalli	4/30/2027	6/24/2024	01/10/2022	true
Active	Planning Commission	Chair	William	Peradotti	4/30/2027	6/24/2024	05/22/2023	
Active	Planning Commission	Member	Mary Ann	Cullen	4/30/2027	6/24/2024	08/14/2023	true
Active	Planning Commission	Vice-Chair	Jacqueline (Jackie)	Beyer	4/30/2028	3/24/2025		true
Vacant	Planning Commission	Member						

PUBLIC SAFETY AND COMMUNITY RELATIONS BOARD ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Public Safety & Community Relations Board	Board Member	Ashley	Farmer	4/30/2026	2/27/2023	2021	true
Active	Public Safety & Community Relations Board	Board Member	Rachel	McFarland	4/30/2026	2/27/2023	2021	true
Active	Public Safety & Community Relations Board	Board Member	Sean	Murphy	4/30/2026	6/24/2024	2024	true
Active	Public Safety & Community Relations Board	Youth Member	Yvett	Hernandez	4/30/2026	2/24/2025	2025	true
Active	Public Safety & Community Relations Board	Youth Member	Giselle	Lee	4/30/2026	3/10/2025	2025	true
Active	Public Safety & Community Relations Board	Board Member	Tylian	Smith	1/22/2027	1/24/2024	2024	true
Active	Public Safety & Community Relations Board	Board Member	William	Bennett	4/30/2027	10/14/2024	2017	true
Active	Public Safety & Community Relations Board	Board Member	Arthur	Taylor	4/30/2028	3/24/2025	2017	true
Vacant	Public Safety & Community Relations Board	Board Member						

TECHNOLOGY COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Technology Commission	Chair	Gary	Neumayer	4/30/2025	5/23/2022	2019	true
Active	Technology Commission	Commissioner	Arron	Pirtle	4/30/2025	5/23/2022	2022	true
Active	Technology Commission	Commissioner	Ravi	Duvvuri	4/30/2026	4/13/2020	2019	true
Active	Technology Commission	Commissioner	Robert	Davis	4/30/2027	6/14/2021	2019	true
Active	Technology Commission	Commissioner	Brandon	Wheeler	4/30/2027	12/9/2024	2024	true
Vacant	Technology Commission	Commissioner						
Vacant	Technology Commission	Commissioner						

TRANSPORTATION COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Vacant	Transportation Commission	Commissioner						
Active	Transportation Commission	Commissioner	Joseph	Blaney	4/30/2024	8/26/2024	2021	true
Active	Transportation Commission	Chair	Edward	Breitweiser	4/30/2025	8/22/2022	2019	true
Active	Transportation Commission	Commissioner	John	Corey	4/30/2026	4/27/2020	2019	true
Active	Transportation Commission	Commissioner	Elicsha	Sanders	4/30/2026	5/22/2023	2020	true
Vacant	Transportation Commission	Commissioner			4/30/2026			
Vacant	Transportation Commission	Commissioner						

ZONING BOARD OF APPEALS ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Vacant	Zoning Board of Appeals	Board Member						true
Vacant	Zoning Board of Appeals	Board Member						true
Active	Zoning Board of Appeals	Board Member	Victoria	Harris	4/30/2026	8/28/2023	2017	true
Active	Zoning Board of Appeals	Board Member	Matt	Steinkoenig	4/30/2026	10/28/2024	2024	true
Active	Zoning Board of Appeals	Board Member	John	Poling	4/30/2026	10/28/2024	2024	true
Active	Zoning Board of Appeals	Board Member	Terry	Ballantini	4/30/2027	5/13/2024	2018	true
Active	Zoning Board of Appeals	Board Member	Nikki	Williams	4/30/2028	3/24/2025	2020	false



Consent Agenda Item No. 7.D.

For City Council: September 8, 2025

Ward Impacted: Ward 4

Subject: Consideration and Action on a Resolution Approving an Agreement with Hutchison Engineering, Inc., for Engineering Services for the Design Work of Water Mains Along the Illinois RTE 9 Project that the State of Illinois Department of Transportation will be Reconstructing in the Fall of 2025, in an Amount Not to Exceed \$280,000, as requested by the Water Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

Background: If approved, the City will enter into an Agreement with Hutchison Engineering, Inc. ("Hutchison"), for the Engineering Services for the design and permitting of water mains along the proposed Illinois Department of Transportation ("IDOT") IL RT 9 FAP 693 project. Hutchison will also provide details of the associated pavement removal, excavation, back-filling, compaction, surface restoration, pavement patching, and testing in accordance with City standards. This work will include lead service line replacements (full replacement to 18-inches inside the homes or buildings) with new curb stops. This work will include water mains and lead service line replacements (full replacement to 18-inches inside the homes or buildings) with new curb stops.

Hutchison Engineering Inc. was chosen from the RFQ #2025-32 qualified list for both the Utility Infrastructure and Transportation categories, as both areas will be needed for this project. After reviewing the seven firms on the qualified list that were successful in both of these categories, it was determined that Hutchison's prior experience with similar projects and familiarity with the City's infrastructure make them the most qualified to perform this work/project.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into an agreement with Hutchison Engineering, Inc. in an amount not to exceed \$280,000. Funds will be paid from the Water Transmission & Distribution-Architectural & Engineering Services for Capital account (50100120-70051). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 134, 229, 288, 301, and 302.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2025 - ____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HUTCHISON ENGINEERING, INC., FOR ENGINEERING SERVICES FOR THE DESIGN WORK OF WATER MAINS ALONG THE ILLINOIS RTE 9 PROJECT THAT THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION WILL BE RECONSTRUCTING IN THE FALL OF 2025, IN AN AMOUNT NOT TO EXCEED \$280,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Hutchison Engineering, Inc., for the engineering services associated with the Illinois Route 9 Replacement Project that the State of Illinois Department of Transportation ("IDOT") will be reconstructing in the fall of 2025, in an amount not to exceed \$280,000 (Resolution Exhibit A); and

WHEREAS, the PROJECT includes the Locust St. from Hinshaw Ave. to Main St., Lee St. from Locust St. to Empire St., and Empire St. from Lee St. to Towanda Ave.; and

WHEREAS, the PROJECT consists of bidding services, design work necessary for the installation of a replacement water mains, increasing the pipe size to meet demand as all water service lines from the water main to the homes will be replaced, and associated pavement replacement; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Agreement and any other necessary documents.

PASSED this 8th day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

RESOLUTION EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH
HUTCHISON ENGINEERING, INC.**

**FOR
DESIGN OF WATER MAIN REPLACEMENT FOR ILLINOIS RTE 9 RECONSTRUCTION**

THIS AGREEMENT, dated this ____ day of September, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Hutchison Engineering (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. The following shall apply to this Agreement:

- ☐ This Agreement was not subject to a formal solicitation process by the CITY.
- ☒ This Agreement was subject to the following procurement initiative by the CITY:
RFQ #2025-32 FY2025 Multi-Year Architectural, Engineering & Prof. Svcs (hereinafter "REQUEST").
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. Requirement for Payment & Performance Bond. The following shall further apply to this Agreement:

- ☒ This Agreement does not require the furnishment of any bonds by the VENDOR.
- ☐ This Agreement is subject to bonding requirements.
 - i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
 - ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. Termination for Cause. The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.
- iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. Remedies. In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising solely from the gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:



This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.



This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. Equal Opportunity Employment & Human Rights Guarantee. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Hutchison Engineering, Inc.
Attn: Shane Larson
8305 North Allen Road
Peoria, IL 61615
slarson@hutchisoneng.com

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: W. Sh. R.
Its Senior Vice President

By: Tuan B. Balle
Its Director of Operations - Peoria

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Hutchison Engineering's scope of services shall include the following:

1. Coordination meetings with the City of Bloomington.
2. Coordination meetings with IDOT – District 5.
3. Coordination with IEPA.
4. Collect existing utility information from City of Bloomington and add to plan sheets.
5. Collect additional survey as needed.
6. Environmental Coordination.
 - a. Submit project to EcoCAT and coordinate with IDNR as needed.
 - b. Submit project to SHPO and coordinate as needed.
7. Develop plans including the following:
 - a. Cover Sheet
 - b. General Notes
 - c. Summary of Quantities
 - d. Schedules of Quantities
 - e. Removal Plans
 - f. Erosion Control Plans
 - g. Plan & Profile Sheets
 - h. Traffic Control & Staging Plans
 - i. Details
8. Develop construction cost estimate.
9. Develop project specifications.
10. Develop SWPPP and submit to IEPA to obtain stormwater permit.
11. Develop IEPA water permit for submittal to the IEPA.
12. Submit plans and specifications to IDOT to obtain a utility permit.
13. Bid Administration.
 - a. Provide bid documents to City of Bloomington for them to advertise bid and distribute to contractors.
 - b. Answer questions from contractors.
 - c. Issue addendums as needed.
 - d. Assist city in evaluating bids.
14. Construction Support
 - a. Answer questions from Resident Engineer during construction.
 - b. Review material submittals and shop drawings.

The project schedule is as follows:

1. Notice-to- Proceed – September 9, 2025
2. Preliminary water main alignments provided to the city for review – September 23, 2025
3. Plans & Specifications submitted to the city for review – November 15, 2025
4. Permit submitted to IEPA for review and approval – November 15, 2025
5. Plans and Specifications submitted to IDOT for review and approval – November 15, 2025
6. Receive IDOT permit – December 15, 2025

7. Released for bid – December 17, 2025
8. Receive IEPA permit – December 31, 2025
9. Bid opening – January 14, 2026
10. Executed contracts – February 27, 2026
11. Construction starts – March 2, 2026

EXHIBIT B
COSTS/FEES

Total Cost not to exceed \$280,000.00.

Any additional expense must first be approved by the City through formal amendment to this Agreement.



Consent Agenda Item No. 7.E.

For City Council: September 8, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with FirstWatch Systems, Inc. for Real-Time Data Analysis and Dashboard Services, in the Amount of \$173,288.58, as requested by the Fire Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

Objective 1d. City services delivered in the most cost-effective, efficient manner

Background: FirstWatch is a real-time data analysis and alerting platform designed for public safety agencies, including EMS, fire, law enforcement, 9-1-1 communications, and public health. The system integrates with multiple data sources to deliver automated dashboards, situational awareness, compliance monitoring, and clinical quality assurance. The Bloomington Fire Department's new FirstWatch system will integrate with New World CAD, ImageTrend Elite (ePCR), and ImageTrend FRMS (RMS) to provide comprehensive monitoring across dispatch, patient care, and records data. A FirstWatch strength is that the system aggregates multiple data sources, enabling real-time situation monitoring.

Key enhancement modules include:

- **FirstPass Clinical QI Module** – Automates protocol-based quality improvement for clinical metrics such as STEMI, Stroke, Cardiac, Trauma, and Airway.
- **RIDES (Risk Identification for Emergency Systems)** – Identifies patterns and anomalies in operational data, including opioid-related incidents, to support proactive interventions and targeted resource deployment.
- **FOAM (Fire Operations & Accreditation Module)** – Generates compliance reports, performance analysis, and mapping in alignment with accreditation and strategic plan standards.
- **Academy Analytics Integration** – Provides real-time monitoring of ProQA dispatch data for emerging public health and safety trends.
- **First Arriving Integration & IDV (Interactive Data Visualization)** – Enables dynamic dashboards and situational awareness tools, including an opioid remediation dashboard to track overdoses, naloxone administrations, geographic trends, and service gaps.

FirstWatch will directly support the City's opioid remediation efforts by enabling real-time monitoring of opioid overdose activity, tracking naloxone deployments, identifying geographic concentrations of incidents, and visualizing trends to inform potential interventions. These capabilities will also allow appropriate data and information to be shared in real time with relevant stakeholders, including public health, public safety, and community partners.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into an agreement with FirstWatch Systems, Inc. in the amount of \$173,288.58. This agreement is for 48 months. Half of the expense of \$86,644.29 is due upon execution of the agreement. The remaining payments will be a monthly subscription fee of \$3,559.07, which includes a Consumer Price Index increase factored in annually. The initial payment of \$86,644.29 will be paid using Opioid Remediation funds that the City has received over the past few years. This will be paid from the Fire-Other Professional & Technical Services-Opioid Remediation account (10015210-70220-34500). The ongoing monthly subscription fee will be paid from the Fire-Other Professional & Technical Services account (10015210-70220). The initial payment of \$86,644.29 is not included in the FY 2026 Budget, as it is unknown from year to year when the Opioid Funds will be utilized. If needed, at year's end, a budget amendment would be brought back to the City Council for consideration. If approved, future year subscription amounts will be included by the Fire Department in the respective year's budget submissions. Stakeholders can locate the Fire Department Budget in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 241.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Limited Source Justification FirstWatch

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH FIRSTWATCH SOLUTIONS, INC.
FOR REAL-TIME DATA ANALYSIS AND DASHBOARD SERVICES, IN THE AMOUNT OF
\$173,288.58**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with FirstWatch Solutions, Inc., for real-time data analysis and dashboard services, in the amount of \$173,288.58 (Exhibit A); and

WHEREAS, the Fire Department has identified the need for an integrated, real-time data analysis platform to improve operational monitoring, clinical quality assurance, and public health data sharing; and

WHEREAS, FirstWatch Solutions, Inc. provides a proprietary, patented software system that integrates with multiple public safety data sources to deliver automated dashboards, situational awareness, compliance monitoring, and performance reporting; and

WHEREAS, the FirstWatch system will integrate with the City's New World CAD, ImageTrend Elite (ePCR), and ImageTrend FRMS (RMS) to provide comprehensive monitoring across dispatch, patient care, and records data; and

WHEREAS, the agreement includes key enhancement modules such as the FirstPass Clinical QI Module, RIDES (Risk Identification for Emergency Systems), FOAM (Fire Operations & Accreditation Module), Academy Analytics Integration, and Interactive Data Visualization (IDV), which will enhance the City's ability to monitor and analyze operational and clinical performance; and

WHEREAS, the agreement would include services for two years at a fee of \$173,288.58 paid across two years; and

WHEREAS, City Council finds it in the best interest of the City to approve the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other necessary documents.

PASSED this 8th day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



Helping the Helpers

FIRSTWATCH SOLUTIONS, INC. SOFTWARE AS A SERVICE (SaaS) AGREEMENT

1. *Parties; Effective Date.* This Software as a Service Agreement ("Agreement") is between FirstWatch Solutions, Inc., 2035 Corte del Nogal, Suite 101, Carlsbad, California 92011 ("FirstWatch") and Bloomington Fire Department, 310 N Lee Street, Bloomington, Illinois 61702 ("Client"). This Agreement is effective on the date last signed ("Effective Date").

2. *Purpose of Agreement.* FirstWatch is a provider of public safety-specific data monitoring, compliance, business intelligence and biosurveillance software and related services to organizations and agencies in the fields of public health and public safety. Client desires to use the FirstWatch system components identified on Schedule A ("System") according to the terms of this Agreement.

3. *Software License.* The System may require FirstWatch to install software locally on Client's server to retrieve and transmit data between systems ("Software"). If such Software is necessary, FirstWatch grants Client a non-transferable, revocable, and non-exclusive license to load and execute the Software on a designated computer located at the site identified on Schedule A ("Site") for use by its employees and authorized users. Client may make backup and archival copies of any locally-installed Software.

4. *System License; Term; Services.* FirstWatch grants Client a non-transferable, revocable, and non-exclusive license for its employees and authorized users to access and use the System subject to the terms of this Agreement. The term for the licenses granted under this Agreement begins on System Acceptance (as defined in Section 8), and continues as long as Client is current on fees due under this Agreement, subject to Section 13 of this Agreement ("Term"). During the Term, Client shall be entitled to maintenance services, which consist of Software and System updates, upgrades, enhancements, new versions, bug fixes, other improvements to the System ("Maintenance Services"), access to the FirstWatch subscriber site subscriber.firstwatch.net ("Subscriber Site"), comprehensive and minor customizations, technical assistance relating to the System, and other services identified on Schedule A. Services beyond the scope of those listed in Schedule A shall be pursuant to a separate written agreement.

5. *FirstWatch Intellectual Property Rights.* Client agrees that all rights, title and interest in and to the Software and System and all intellectual property rights in the same are owned exclusively by FirstWatch. Client may not modify, enhance, or create derivative works,

decompile, disassemble, or reverse engineer the Software or System, or make copies other than as authorized in Section 3. All rights not licensed are reserved to FirstWatch and no rights may be implied. FirstWatch retains all intellectual property rights in the Software and System, and Client agrees to implement software protection measures designed to prevent unauthorized use and copying of any locally-installed Software.

6. *Users; Passwords, Access, and Notification.* FirstWatch shall assign unique passwords and user names up to the number of users set forth in Schedule A. User logins are for designated users and cannot be shared or used by more than one user. Client shall be responsible for the confidentiality and use of user's passwords and user names.

7. *Delivery, Installation, and Testing.* Client is responsible for acquiring and maintaining any and all network connectivity, firewalls, hardware, equipment, and other software set forth in Schedule A; for preparing the site (including physical and electrical requirements); for properly configuring the computing environment on which the Software will reside, and any other requirements provided by FirstWatch in writing. Client shall test the System functionality within ten (10) days after FirstWatch has enabled Client's access to the Subscriber Site.

8. *Acceptance.* "Acceptance" shall occur upon the earlier of when (a) Client determines that the System performs in accordance with the criteria set forth in the Acceptance Test Plan ("ATP"), set forth in Schedule D, and notifies FirstWatch in writing of its acceptance; or (b) the Client has had access to the Subscriber Site for thirty (30) days and Client has not advised FirstWatch that the System fails to materially conform to the ATP. If the System does not so perform for reasons inherent in the System (and not, for example, third party hardware, software, equipment, or system configuration), FirstWatch will promptly correct any issues and notify the Client. Client shall test the revised System and, unless the parties agree otherwise, Client may either (1) accept the System as conforming, (2) accept the System AS IS, or (3) reject the System. If Client rejects the System, it shall delete any locally-installed Software from its computing system(s), shall certify in writing such deletion, and FirstWatch shall refund all fees paid by Client. Client shall have thirty (30) days after any corrective action has been taken and a new System version is available to finally Accept or reject the System. The foregoing is the sole remedy available in the event of an ultimately nonconforming

System that does not gain Acceptance as defined in this Section 8.

9. *Client Satisfaction.* FirstWatch desires that Client is fully satisfied with the System and Maintenance Services. If, within ninety (90) days after Acceptance, for any reason, Client is not satisfied with the System, Client may elect to notify FirstWatch, stop using the System, delete any locally-installed Software, certify in writing such deletion, and receive a full refund of all fees paid to FirstWatch.

10. *Fees and Payments.* Client shall pay all fees according to the terms of the Pricing and Payment Schedule set forth in Schedule B and agrees to pay a late fee of one and a half percent (1.5%) interest per month on all overdue amounts for any fees due and payable under the Agreement. Client shall pay for all travel-related expenses (e.g., ground transportation, accommodations, food) incurred by FirstWatch at the request of Client and approved by Client in writing, for System-related services such as on-site installation, training, customization, integration, support, and maintenance. The fees set forth in Schedule A are based on the call volume assumptions set forth therein. If call volumes exceed this assumption by more than 20% additional fees shall apply. Client is responsible for payment of any/all sales and/or use taxes arising out of its use of the System.

11. *Limited Warranties; Exclusions.* FirstWatch warrants that any media containing software will be delivered free of viruses and malware. FirstWatch warrants that during the Acceptance testing period, and during the Term while Client is receiving covered Maintenance Services per Section 4 of this Agreement, the System will perform in substantial conformance with the ATP, provided that the System has been used as specified by FirstWatch in the ATP. FirstWatch will use its best efforts to correct any material nonconformance within ten (10) business days after receipt of written notice of such nonconformance and Client's provision of any data, output, or other documentation or description of the nonconformance. If FirstWatch is unable to correct a material nonconformance that results in an inability of Client to access the entire system, then Client shall have the right to terminate the Agreement and receive a refund of any payments for which Service has not been rendered. The limited warranty applies only when the System is used in accordance with the Agreement and does not apply if the System or Software has been subject to accident, misuse, or modification by a party other than FirstWatch or as authorized by FirstWatch. FirstWatch does not warrant that the functions contained in the System will meet Client's specific needs, industry requirements, be error-free, or operate without interruption. The remedies in this Section 11 are the sole and exclusive remedies provided by FirstWatch relating to the Software.

THESE LIMITED WARRANTIES ARE IN LIEU OF, AND CLIENT HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. *Limitation of Liability.* Neither party shall be liable for indirect, incidental, consequential, special, punitive or exemplary damages, or for lost profits or business interruption losses, in connection with the System or this Agreement, regardless of whether it has been made aware of their possibility. Other than amounts due to a party pursuant to Sections 10 or 14, or the breach of Sections 4, 5, or 15, in no event shall either party be liable to the other, under any theory of recovery, including contract, negligence, strict liability, warranty or products liability, in an amount in excess of the amount Client paid to FirstWatch for products and services. Any claims relating to this Agreement shall be brought within two (2) years after the occurrence of the event giving rise to the cause of action.

13. *Termination, Early Termination and Early Termination Fees.* Either party may terminate this Agreement if there is a material breach by either party that is not cured within thirty (30) days after receipt of written notice of such breach. If after the (90) day client satisfaction period (per Section 9) and prior to 48 months of use, an uncured material breach is by Client, or absent an uncured breach, Client elects to discontinue use of System, early termination fees outlined in Schedule A will apply. If uncured breach is by FirstWatch, Client will not owe early termination fees. Upon termination of this Agreement, Client shall promptly discontinue using the System and return to FirstWatch, or certify in writing, the destruction of all Software, Documentation, and FirstWatch training materials. All provisions of the Agreement relating to confidentiality, ownership, indemnification, and limitations of liability shall survive the termination of the Agreement.

14. *Indemnification.* FirstWatch agrees to defend, and hereby indemnifies, Client, from all damages, losses, fees, and expenses awarded by a court of competent jurisdiction, or reached through a settlement, arising out of Client's use of the System or Software when such claim is based upon a third party claim that the System or Software infringes a U.S. patent, trademark, copyright or trade secret; provided that (a) Client promptly notifies FirstWatch in writing of such claim; (b) FirstWatch has sole control over the investigation, litigation and negotiation of such claim; (c) Client is current in its payments and in compliance with its obligations under this Agreement; and (d) Client reasonably cooperates, at the expense of FirstWatch, in the defense or settlement of such claim. This indemnification applies only to the System and Software provided by FirstWatch and shall not apply if the System or Software has been modified by party other than FirstWatch, or if the System or Software has been combined with (or used in connection with) other products and used as a part of an infringing process or method which, but for the combination, would not

infringe the intellectual property rights of such third party. If the System or Software becomes, or in the opinion of FirstWatch is likely to become, the subject of such a claim, then FirstWatch may either (a) procure (at its expense) Client's right to continue using the System or Software, or (b) replace or modify the System or Software to avoid the claim of infringement. If neither of the foregoing alternatives is reasonably available to FirstWatch, then FirstWatch may terminate this Agreement and refund to Client the fees paid under this Agreement on a straight-line three-year depreciation basis. This states the entire liability of FirstWatch with respect to third party claims of intellectual property infringement.

15. *Confidentiality.* FirstWatch and Client may have access to information that the other considers to be confidential, private, or a trade secret. This information may include, but is not limited to, patient or other data, the System, Software, technical know-how, technical specifications, software code, manners of conducting business and operations, strategic business plans, systems, results of testing, financial information, and third-party information ("Information"). Each party shall use the other's Information only to perform its obligations under, and for the purposes of, the Agreement. Neither party shall use the Information of the other for the benefit of a third party. Each party shall maintain the confidentiality of all Information in the same manner in which it protects its own information of like kind, but in no event shall either party take less than reasonable precautions to prevent the unauthorized disclosure or use of the Information.

Upon termination of the Agreement, or upon a party's request, each party shall return to the other all Information of the other in its possession.

16. *Ownership of Data.* The parties acknowledge and agree that all Client data ("Data"), is and shall remain the exclusive property of Client. FirstWatch acknowledges that in performing its obligations under the Agreement it may have access to Client networks and Data. FirstWatch will use and access such Data only as necessary for the purpose of providing the services and supporting the System and Software as agreed. In addition, FirstWatch will not give any third-party access to the Data without Client's consent unless required by law or courts and, if so, FirstWatch will advise the Client as soon as possible.

17. *HIPAA.* With respect to any protected health information ("PHI") and to the extent FirstWatch is subject to the provisions of the Health Insurance Portability and Accountability Act as a Business Associate, FirstWatch shall (a) not use or disclose PHI other than as permitted or required by any agreement between FirstWatch and Client, or as required by law, (b) use appropriate safeguards to prevent use or disclosure of the PHI, (c) report to Client any unauthorized use or disclosure of the PHI of which it becomes aware, (d) ensure that any agent or

subcontractor that accesses PHI in order to assist FirstWatch in providing the Services will be bound by the provisions of this Section, (e) reasonably cooperate with Client to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to a governmental agency in the event a governmental agency requests such information, (f) document all its disclosures of PHI and information related to such disclosures, and notify Client of such disclosures, (g) return or destroy all PHI upon termination of the services under this Agreement. If the parties enter into a separate agreement regarding the use of protected health information, the terms of that separate agreement shall take precedence and control over the terms of this Section 17.

18. *Cooperative Purchasing.* If agreed to by Client and FirstWatch, another public body may utilize this contract. FirstWatch shall deal directly with any public body authorized to use the contract. Client, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between FirstWatch and any other public bodies, and in no event shall Client, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Client Contract. Client assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but FirstWatch may conduct such notification.

19. *General.* All required communications shall be in writing and addressed to the recipient party at its address set forth in this Agreement, addressed to the person who signed the Agreement on behalf of such party, or to such address and person as may be designated by such party in writing. All communications are deemed given when hand-delivered; or if mailed, by registered mail with verification of receipt, upon date of mailing; or if by electronic mail when acknowledged by the recipient in writing; or if by facsimile, when received (with verification of transmission).

Any part of the Agreement held to be invalid or unenforceable, shall be revised so as to make it valid and enforceable, consistent with the intent of the parties expressed in that provision. All other provisions of the Agreement will remain in full force and effect. The remedies accorded FirstWatch are cumulative and in addition to those provided by law.

The Agreement, all Schedules (A-C), and any amendments thereto constitute the entire understanding of the parties with respect to the subject matter of the Agreement and replaces all prior and contemporaneous written and oral communications, promises, or understandings. The Agreement shall be governed by the laws of the State of Illinois and may be amended only by a writing signed on behalf of both parties. Electronic mail shall not be deemed to constitute a signed writing for purposes of this modification provision unless expressly identified as an

amendment. No waiver of any right or remedy will be effective unless given in writing and signed on behalf of the party making such waiver. No purchase order or other administrative document will amend the Agreement unless signed by an representative of both parties and identified as an amendment to the Agreement, even if accepted by the receiving party without objection.

The Parties may not assign any rights or delegate any duties under the Agreement without the prior, written consent of the other Party, which will not be unreasonably withheld, and any attempt to do so without consent will be void. However, no consent shall be required in the case of a Party's transfer of all or substantially all of its business or assets by merger, asset sale, or other similar transaction. The Agreement is binding upon the parties' successors and permitted assigns.

AGREED AND ACCEPTED:

FirstWatch Solutions, Inc.
2035 Corte del Nogal, Suite 101
Carlsbad, CA 92011

Date: 08/12/2025

By: 

Name: Todd Stout, President

Client Name and Address:

Bloomington Fire Department
310 N Lee Street
Bloomington, IL 61702

Date: _____

By: _____

Name: _____

Title: _____

Schedule A:

Project Services

- If needed, single installation of FirstWatch Thin-Client (Remote Data Gathering) Software installed on Client's dedicated FirstWatch PC/Server
 - All data integrated with Client's Data Source/System will be integrated via:
 - Connectivity to a data source via ODBC or similar means;
 - or Text or XML **file** output for each incident from a Client-provided process (one or more files for each incident) that provides files on the dedicated FirstWatch PC/Server;
 - or client provided web services interface allowing FirstWatch to securely access, query and receive necessary data via a non-dedicated internet connection. Client provided web services interface will include the ability to encrypt and decrypt data and options to query live and historical data.
 - If needed, Data Shuttle, remote connectivity and other software and processes on Client's dedicated FirstWatch PC which work together to reliably and securely transmit data to the FirstWatch Data Center, and allow for remote support, using Client-provided, always-on Internet connectivity.
 - Linking of data sources requires, at a minimum, a unique key that exists within each data source in a useable format.
- Modify centrally located FirstWatch server-based processes, software and database as necessary to receive Client's data, import into FirstWatch database, and monitor for statistically-significant increases in volume or geographic clusters of calls which meet user-defined criteria.
- Provide up to fifty (50) Client-specific user login(s) and password(s) to allow up to fifty (50) simultaneous users on the FirstWatch subscriber Internet site. (Access by additional users may be purchased, and access via FirstWatch to other, 3rd-party services or tools, may be purchased separately.)
- Provide the ability for the Client to define all standard system included and client - purchased "trigger sets" for monitoring by FirstWatch.
- Provide the Client the ability to completely replace each Trigger up to twice per Trigger per year and refinements and adjustments to existing triggers as the Client reasonably requires per any twelve (12) month period during the term.
- Provide the ability for the Client to define up to fifty (50) alert recipients for each trigger, via a combination of email, text messaging, fax, or compatible paging system.
- Provide a default "All Events" trigger with monitoring and alerts to demonstrate complete functionality of system.

Schedule B:

Pricing & Payment Schedule, Early Termination Fee and Chart, Contact Information & Technical Specifications

Pricing Schedule:

Qty	Description	Unit Price	Item Total
FirstWatch System License (DS1) - New World CAD			
1	(DS1) System License - CAD	\$15,611.00	\$15,611.00
1	(DS1) Annual Support & Maintenance	\$3,434.42	\$3,434.42
1	Installation / Configuration	\$3,500.00	\$3,500.00
1	(DS1) Data Source Integration	\$7,500.00	\$7,500.00
1	(DS1) Training / Trigger Consultation	\$5,500.00	\$5,500.00
1	(DS1) Project Management	\$5,500.00	\$5,500.00
Sub-total			\$41,045.42
Data Source 2 (DS2) - ImageTrend Elite ePCR			
1	(DS2) System License - ePCR	\$12,489.00	\$12,489.00
1	(DS2) Annual Support & Maintenance	\$2,747.58	\$2,747.58
1	(DS2) Data Source Integration	\$7,500.00	\$7,500.00
Sub-total			\$22,736.58
Data Source 3 (DS3) - ImageTrend FRMS			
1	(DS3) System License - RMS	\$12,489.00	\$12,489.00
1	(DS3) Annual Support & Maintenance	\$2,747.58	\$2,747.58
1	(DS3) Data Source Integration	\$7,500.00	\$7,500.00
Sub-total			\$22,736.58
Triggers			
20	FirstWatch Triggers (Included)	\$0	\$0
1	First Arriving Current Data Integration	\$3,500.00	\$3,500.00
1	First Arriving Annual Support & Maintenance	\$770.00	\$770.00
Sub-total			\$4,270.00
Interactive Data Visualization Module (IDV)			
1	IDV Module (Included)	\$0	\$0
Sub-total			\$0.00
Performance Plus Module (PP)			
1	Performance Plus Module (Included)	\$0	\$0
Sub-total			\$0.00
Academy Analytics			
1	Academy Analytics to FirstWatch Data Integration	\$1,000.00	\$1,000.00
1	Academy Analytics Data Integration Annual Support & Maintenance	\$500.00	\$500.00

Sub-total			\$1,500.00
FirstPass Clinical QI Module (FP)			
1	FirstPass Module	\$33,000.00	\$33,000.00
1	FirstPass Module Annual Support & Maintenance	\$7,260.00	\$7,260.00
Sub-total			\$40,260.00
Risk Identification for Emergency Systems (RIDES)			
1	RIDES Module	\$15,000.00	\$15,000.00
1	RIDES Module Annual Support & Maintenance	\$3,500.00	\$3,500.00
Sub-total			\$18,500.00
Fire Operations & Accreditation Module (FOAM)			
1	FOAM Module	\$17,000.00	\$17,000.00
1	FOAM Annual Support & Maintenance	\$3,740.00	\$3,740.00
1	RMS Data input into FOAM	\$1,500.00	\$1,500.00
Sub-total			\$22,240.00
Total of Items Above (in USD)			\$173,288.58

* License and Maintenance costs are for monitoring Client's EMS and Fire calls. Assumptions are based on 13,000 annual incidents and include a 'buffer' of plus or minus ($\pm$) 20% of the call volume.

Payment Schedule:

Client's Payment Schedule	
SaaS Project Initiation Payment	\$86,644.29
On-going Monthly Subscription Fee	\$3,559.07 per month

Early Termination Fees:

FirstWatch has provided Client with SaaS pricing that utilizes a combination of project initiation and monthly. In doing so, FirstWatch is incurring significant costs beyond revenues early in the contract period. Based on the pricing provided, an early termination fee is owed to FirstWatch if Client terminates the contract between the parties after the (90) day client satisfaction period (per Section 9) and prior to completion of 48 months, except as defined in Section 13 of this Agreement. An Early Termination Fee shall be accessed on the unamortized portion of \$24,000 based on when FirstWatch is notified by the Client, the "Effective Termination Date", over the 48-month period.

Client FirstWatch Early Termination Fee Amortization Schedule							
Early Termination Fee \$24,000 Number of Months 48							
Completion of		Monthly Amortization	Unamortized Balance	Completion of		Monthly Amortization	Unamortized Balance
Month	1	500	23,500	Month	25	500	11,500
Month	2	500	23,000	Month	26	500	11,000
Month	3	500	22,500	Month	27	500	10,500
Month	4	500	22,000	Month	28	500	10,000
Month	5	500	21,500	Month	29	500	9,500
Month	6	500	21,000	Month	30	500	9,000
Month	7	500	20,500	Month	31	500	8,500
Month	8	500	20,000	Month	32	500	8,000
Month	9	500	19,500	Month	33	500	7,500
Month	10	500	19,000	Month	34	500	7,000
Month	11	500	18,500	Month	35	500	6,500
Month	12	500	18,000	Month	36	500	6,000
Month	13	500	17,500	Month	37	500	5,500
Month	14	500	17,000	Month	38	500	5,000
Month	15	500	16,500	Month	39	500	4,500
Month	16	500	16,000	Month	40	500	4,000
Month	17	500	15,500	Month	41	500	3,500
Month	18	500	15,000	Month	42	500	3,000
Month	19	500	14,500	Month	43	500	2,500
Month	20	500	14,000	Month	44	500	2,000
Month	21	500	13,500	Month	45	500	1,500
Month	22	500	13,000	Month	46	500	1,000
Month	23	500	12,500	Month	47	500	500
Month	24	500	12,000	Month	48	500	-

Switching Data Sources against FirstPass Module(s) and/or Customized Report Developments: Timing and Financial Considerations

At least a 90-day notice of a proposed data source change for the FirstWatch FirstPass Modules and Customized Reports is *highly recommended* as it will allow both parties an opportunity to better prepare to be ready. Should less notice be given, FirstWatch will do its best to manage the required changes, but that may mean it may not be ready when needed.

***FirstPass Module**

When customer has FirstWatch FirstPass enhancement module LIVE and switches to new ePCR system; a FirstPass Re-Configuration Fee of up to \$12,000 will be required to modify and validate FirstPass protocol tests and automated queue-based processes and FirstPass reports against customers new ePCR system data. This is in addition to a \$7,500 new Data Source Interface fee (for a total of \$19,500).

***Customized Report Development**

When customer has FirstWatch Customized Reports and switches to new CAD, ePCR, RMS (or other data system); a quote will be provided for the required Report Re-Configuration. This is in addition to a \$7,500 fee for each new Data Source Interface required (one each for new CAD, ePCR, RMS, etc.). Report Re-Configuration and data mapping, testing & validation is needed to confirm that all FirstWatch Report generation processes are functioning correctly against all new data sources.

Contact Information:

Licensors Contact Tax ID No: 05-0544884	Todd Stout, President FirstWatch® 2035 Corte del Nogal, Suite 101 Carlsbad, California 92011	Email : admin@firstwatch.net Phone : 760-943-9123 Fax : 760-942-8329
Client Contact	Cory Matheny, Deputy Chief Bloomington Fire Department 310 N Lee Street Bloomington, Illinois 61702	Email : cmatheny@cityblm.org Phone : 309-434-2462

Technical Specifications:

FirstWatch Hardware Requirements:

Minimum (only if using existing equipment)	Preferred (required/minimum if new equipment)
Dedicated PC or Virtual Machine used exclusively for FirstWatch purpose	Dedicated Server or Virtual Machine used exclusively for FirstWatch purposes
Core i3 (Dual core or better)	Core i5 (Quad core or better)
4GB RAM or better	8GB RAM or better
256 GB Disc (Partition as appropriate)	500GB Disc (Partition as appropriate.)
1 GB Ethernet Card	1 GB Ethernet Card
Any recent generation Graphic card	Any recent generation Graphic card
Keyboard/Mouse/Monitor/KVM/Virtual Machine Access	Keyboard/Mouse/Monitor/KVM/Virtual Machine Access

FirstWatch Software Requirements:

Minimum	Preferred
Microsoft Windows Server 2012 or Windows 10 Professional including all the latest updates and patches loaded	Microsoft Windows Server 2016 (64bit) including all the latest updates
If the database to be monitored is MS SQL Server, SQL Server Management Studio needs to be installed. NOTE: For general installations, we do not need an instance of MS SQL Server installed on the server—just management studio tools.	If the database to be monitored is MS SQL Server, SQL Server Management Studio needs to be installed. NOTE: For general installations, we do not need an instance of MS SQL Server Database Engine installed on the server—just management studio tools.
ODBC driver or other licensed and approved connectivity to underlying database	ODBC driver or other licensed and approved connectivity to underlying database
Virus Protection Software of customer's choosing	Virus Protection Software of customer's choosing
WinZip or compatible software - Not Required if functionality included in Windows OS	WinZip or compatible software - Not Required if functionality included in Windows OS
Microsoft .NET Framework Version 4.0. (Installed with local FirstWatch Thin Client Software)	Microsoft .NET Framework Version 4.0. (Installed with local FirstWatch Thin Client Software)
Automated Time synchronization software or process of clients choosing. MS Windows OS feature is fine.	Automated Time synchronization software or process of clients choosing. MS Windows OS feature is fine.

Remote-Client Technical Specifications Continued

Connectivity, Firewall & Environment:
Always-on, high speed broadband Internet connectivity under customer specified and controlled security settings; Recommend static IP address with hardware firewall.
Read-only Network access to database(s) being monitored (ODBC connection)
Outbound only access for HTTPS (port 443) with access to *.firstwatch.net. IP Addresses for outbound whitelisting: 66.185.165.130/28, 66.185.165.131, 66.185.165.132, 66.185.165.144/29, 66.185.165.194/28, 66.185.165.195, 216.145.126.192/27, 38.70.192.112/28, 38.142.170.144/29, 38.104.122.120/29, 38.96.10.224/28.
For agencies using FirstWatch provided Cisco WebEx Remote Access Agent service for installation and support, it may be necessary to create an exception list for WebEx sites on the firewall or proxy to properly use WebEx services. In most cases, the IP Range that can be used to add an exception for the firewall or proxy is 64.68.96.0 - 64.68.127.255 and ports 80, 443 and 1280.
Local (not domain) server administrator account with access to specifications above.
To maximize system availability FirstWatch recommends remote-client hardware be located with other critical systems and when possible, include UPS, back-up generator, monitored data circuits) and HVAC controlled secure environment.

Support:

Minimum
Allow FirstWatch access to the dedicated machine via WebEx Remote Access client services (or authorized substitute, including VPN). WebEx Remote Access client software provided with FirstWatch under maintenance and service agreement. If VPN or other connection requires additional hardware or software on client or support side, it will be the responsibility of the customer to supply it. FirstWatch understands that some agencies require attended remote access sessions and are fine with this approach when required.

Disclaimer: Although FirstWatch requires a dedicated machine for our applications, some clients have requested running the FirstWatch applications on a server that is shared with other applications. We have successfully deployed in a combination of these configurations and are willing to attempt an install in this environment if the client understands that there is risk involved. The risk is that if another process or application on the same machine renders the machine unresponsive, it could potentially stop the processing of the FirstWatch applications. Conversely, the FirstWatch applications may affect the other applications. Therefore, if the client decides to move forward in this manner and results in ongoing issues with FirstWatch applications, we will respectfully request that our system be transferred to a dedicated machine for the purpose of running the FirstWatch applications. FirstWatch staff will be happy to assist the client with reconfiguring the FirstWatch system on a new machine.

Schedule C:

FirstWatch Solutions, Inc. Business Associate Agreement Between FirstWatch Solutions, Inc. and Bloomington Fire Department

This Business Associate Agreement ("Agreement") between FirstWatch Solutions, Inc. (Business Associate) and Bloomington Fire Department (Covered Entity) is executed to ensure that Business Associate will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Business Associate will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Covered Entity without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business

Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

5. Make PHI in a designated record set available to Covered Entity and to an individual who has a right of access in a manner that satisfies Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by Covered Entity, or take other measures necessary to satisfy Covered Entity's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528;
8. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associate's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and
11. If Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate agrees to assist Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Covered Entity's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Covered Entity of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Business Associate on behalf of Covered Entity include uses or disclosures of PHI as permitted by HIPAA necessary to

perform the services that Business Associate has been engaged to perform on behalf of Covered Entity.

D. Termination

1. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this _____ day of _____, 20____.

FirstWatch Solutions, Inc.

Bloomington Fire Department

Signature:  _____

Signature: _____

Name: Todd Stout

Name: _____

Title: President

Title: _____

Date: 08/12/2025

Date: _____

Schedule D:

Acceptance Test Plan

Introduction

The FirstWatch Acceptance Test Plan (ATP) is designed to confirm with you, our Client, that FirstWatch data integration has been completed. It is also the tool by which you will be guided through the verification process of FirstWatch Base System Acceptance. Some features and functions may vary depending on data system and type. Each commonly used functionality of the product is provided an expected result for each "test" executed. These tests assume that the data made available to FirstWatch contains the information necessary to provide the functionality to test. An example would be if the underlying data available to FirstWatch does NOT contain patient destination for an ambulance call, then FirstWatch cannot make it available for the user to view or test.

No.	Test	Expected Result	Pass = Y Fail = N	Comment
1	Navigate to the FirstWatch Subscriber Site subscriber.firstwatch.net	FirstWatch Subscriber Site displays	Yes / No	
2	Enter a Username and Password provided to you by FirstWatch.	Successfully log into Status Page showing a quick-view of one or more triggers	Yes / No	
3	Launch your All Calls Trigger	New window opens showing the Event List summary page	Yes / No	
4	Click a hyperlink field from one of the events in the line listing.	Page displays a drill-down of data related to incident/event selected.	Yes / No	
5	Click the View Alert Config link from the top right of the page.	Separate windows displays criteria for which this trigger will alert, or "This trigger is currently not configured for any alerts."	Yes / No	
6	Set Refresh Rate to 1 minute.	Page will reload every 1 minute. Prior to reloading a green "Reloading" bar will appear near the top left section of the page. Reset Refresh Rate to 20 minutes after page reloads so reloads to not interfere with ATP.	Yes / No	
7	Click the Graphs link from the top of the page	The GraphIt Summary page will display	Yes / No	
8	Check the Hide Min/Max Events box above the Actual Events Graph.	Shaded area (if present) along Actual Events line will disappear.	Yes / No	
9	Check the Hide Hourly Events box above the Actual Events Graph.	Green bars along bottom axis will disappear	Yes / No	
10	Click the Maps link from the top of the page. The Map link is only present for data sets that include geo-data	Click on the filter icon and select a sub-category in the Group By dropdown. Click an incident on the map and click the Incident Detail hyperlink to launch the incident drilldown.	Yes / No	
11	Click the Layers icon and click the Top 10 Problems category	A multi-colored list of the Top 10 Problems will appear	Yes / No	
12	Click the Destination link from the top of the page. (Only present for data sets which include patient transport destination data)	Page displays a line listing of events separated by transport destination.	Yes / No	

13	Click the Analysis Tool link from the top of the page.	Page displays interactive tool for retrospective analysis.	Yes / No	
14	Specify a Start Date/Time and Stop Date/Time of the last 7 to 10 days. (Default date range will include the last 7 days). Click Event List link.	After calculations are complete, trigger will display line listing of all events for date/time range selected.	Yes / No	
15	Click GraphIt link	GraphIt summary for date/time range selected will display	Yes / No	
16	Click Maps link	Page displays MapShot of all activity for date/time range selected.	Yes / No	
17	Click the Go-Back to real-time link.	Page returns to Event list view.	Yes / No	
18	Press the Log Out button on the top right corner of this trigger.	User will be logged out and redirected to FirstWatch Subscriber site.		

Acceptance: *Test Plan Passed Successfully, Test Plan Conditionally Accepted or Test Plan Did Not Pass*

Notes:

If Conditional or Rejected please specify the reason(s) in detail

Name:

Title:

Agency:

Signature:

Date:

When completed, please email this form to support@firstwatch.net

LIMITED SOURCE JUSTIFICATION

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & # FirstWatch Solutions, Inc. & 6390	Amount: \$173,288.58	Date: 08/11/2025
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Description of item/services:

FirstWatch provides a patented, real-time data analysis and alerting software platform designed for EMS, Fire, Law Enforcement, 9-1-1 Communications, Public Health, and Homeland Security. The system integrates with CAD, ePCR, RMS, ProQA, and other public safety data sources to deliver automated dashboards, situational awareness, compliance monitoring, and clinical quality assurance.

Justification:

FirstWatch is the sole provider of its patented software system, modules, and ongoing support services. The system is proprietary, and no other vendor is authorized to access the source code, perform maintenance, or provide enhancements. Its exclusive capabilities—such as real-time ePCR analysis (FirstPass), embedded ProQA integration—are not available through any other provider. FirstWatch also provides data services for our Emergency Communications Center through its embedded interface with Academy Analytics, enabling real-time monitoring of ProQA dispatch data for emerging public health and safety trends. FirstWatch is the only solution that meets the Bloomington Fire Department's need for integrated, real-time operational, clinical, and compliance monitoring.

SECTION B - REQUESTER CERTIFICATION: By approving this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Cory Matheny

8/12/2025 | 2:04 PM CDT

Name & Signature of Department Designee Submitting

Date

Carla Murillo

8/12/2025 | 2:20 PM CDT

Name & Signature of Department Director/Designee Approving

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents, I concur ☒ / do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

Carla Murillo

Digitally signed by Carla Murillo
DN: DC=org, DC=CityBlm, DC=ICD, OU=OPS, OU=Finance,
OU=Users, CN=Carla Murillo, E=cmurillo@cityblm.org
Reason: I am the author of this document
Location:
Date: 2025.09.04 10:45:45-05'00'
Foxit PDF Editor Version: 2025.2.0

9/4/2025

Name and Signature of Procurement Designee

Date



Every Record. In Real Time. Automatically.



April 17th, 2025

Cory Matheny, Fire Chief
Bloomington Fire Department
310 N Lee Street, Bloomington, IL 61701

Dear Cory,

The real-time situational awareness, dashboarding, data analysis/visualization, bio-surveillance (and automated alerting) software system; known as **FirstWatch** – which is currently deployed and in use by hundreds of EMS, Fire, Law Enforcement, 9-1-1 Communications Centers, Public Health and Homeland Security teams is only available from a single vendor: **FirstWatch Solutions, Inc.** Further, FirstWatch software is highly proprietary and is considered to be a confidential intellectual property trade secret of FirstWatch Solutions, Inc. (and Stout Solutions, LLC).

FirstWatch is Patented Intellectual Property (IP) in the United States (# 9,642,562), Canada (# 2495768), New Zealand (# 538348), as well as in Australia (# 2003298552). Therefore, no other party is authorized to perform (or provide) the various system support functions and ongoing maintenance responsibilities (i.e. development, code corrections, product updates and/or 24.7.365 technical support), as there is absolutely no outside access to the proprietary FirstWatch IP source code whatsoever. Thus, FirstWatch is the single source for not only the acquisition, deployment, data source interface(s) and installation of the FirstWatch software / system, but the ongoing support of and maintenance service required for the aforementioned FirstWatch software / system as well. Furthermore, no other party is authorized to provide FirstWatch system enhancements, add-ons or system enhancement modules, additional features, capacity or hardware upgrades for (or to) the core FirstWatch system functionality.

The FirstWatch software system is currently deployed and LIVE in more than 300 metro areas across the United States and Canada. As of the date of this letter; FirstWatch is in use by 500+ Public Safety, Public Health and Homeland Security agencies for situational awareness, operational & performance monitoring, clinical quality measurements, as well as health surveillance, bioterrorism and other early event detection.

In addition to the core real-time FirstWatch system functionality; FirstWatch has also developed proprietary, highly specialized industry leading innovations which are offered as add-on system enhancement modules. These FirstWatch modules are unique and only available from FirstWatch and are designed to provide very specific, proven functionality. Two such examples are the Online Compliance Utility (OCU) module, as well as the FirstPass system enhancement module.

The Online Compliance Utility (OCU) module was specifically designed to automatically monitor contractual compliance in near real-time via a FirstWatch interface into Computer-Aided Dispatch (CAD) data. The OCU is created using a rules-based approach based upon contractual requirements that allow both contracted EMS (or Fire) providers, as well as the administrative oversight agency to mutually review incidents with response times outside of the OCU parameters, using a secure web-based approach. Exemptions, Exceptions, as well as requests for additional information are handled within the secure OCU environment and submitted/reviewed on a daily or weekly (as needed) basis.

Likewise, the FirstPass module enhances the core FirstWatch system functionality by automatically reviewing every ePCR (electronic patient care report) created by paramedics (during a prehospital patient encounter) in real-time & identify deviations in the paramedics' patient treatment procedures when compared against evidence based medical protocols, procedures and directives. FirstPass ultimately improves the quality of care delivered to patients and mitigate potential risk by quickly identifying medic performance trends on high risk, low frequency emergency medical interventions, like; STEMI, Stroke, ACS/Cardiac, Trauma and Airway Management. FirstPass offers a workflow-driven process which provides continuous monitoring of electronic patient records to quickly identify outliers and provide real-time feedback and alerts about potentially concerning protocol deviations, incomplete or missing ePCR data elements (documentation errors or



Every Record. In Real Time. Automatically.



omissions), as well as potentially urgent patient safety issues. No other product is capable of automatically consuming real-time ePCR data (from any ePCR vendor system) into the core FirstWatch system data interface to provide completely automated, real-time clinical QA/QI analysis & review. The FirstPass real-time QA/QI ePCR review process combined with the embedded work-flow tools helps medical directors and clinical QA/QI teams provide feedback to paramedics immediately after a patient encounter. Both the OCU & FirstPass modules are actively improving contractual compliance & paramedic performance (and patient outcomes) in more than 150 EMS Agencies & Fire Departments across the US and Canada.

Listed below are some of the exclusively unique benefits and demonstrated system functions which support the designation of FirstWatch as not only a single source product, but as a single source provider related to the FirstWatch real-time data analysis & automated early warning system and its various core and system enhancement components:

- **Alignment with Homeland Security Needs & Requirements:** According to FEMA, there are 2.3 million First Responders and 23 million people in their support, 25.3 million individuals involved in defense and support of the country's Public Safety and Public Health. The majority of the sites at which FirstWatch is currently deployed are located within a governmental (State, County or Local) agency of Law Enforcement, Fire Department, Emergency Medical Service, Office of Emergency Services (Management) or Public Health. As an automated, real-time Early Detection and Warning System (in existence since 1999), FirstWatch's scalable architecture and algorithmic abilities, continue to assist the agencies noted above (as well as their personnel and their support groups, large and small) across the US and Canada, in identifying threats to the welfare of the public and first responders alike.

FirstWatch helps to provide closure to Homeland Security Presidential Directive 8 (HSPD-8) Capability Gaps noted via the Homeland Security Authorized Equipment List- (AEL) #13 (IT) Terrorism Incident Prevention Equipment, specifically associated with the following items:

- AEL # 13IT-00-ALRT: System, Alert/Notification;
- AEL # 13IT-00-DACQ: Data Acquisition;
- AEL # 13IT-00-DEXC: Data Exchange and Interoperability;
- AEL # 13IT-00-DFSN: Data Fusion/Synthesis; and
- AEL # 13IT-00-INTL: Systems, Intelligence Sharing.

FirstWatch is particularly well suited as a single or multi-faceted capability to the needs of Homeland Security related to the AEL items listed above and, in conjunction with that association, to the Target Capabilities List (TCL) of such items as...

- Information Gathering and Recognition of Indicators and Warnings
 - Intelligence and Information Sharing and Dissemination
 - Intelligence Analysis and Production
 - Epidemiological Surveillance and Investigation
 - Disaster Planning and Preparedness
 - Medical Surge and System Busy
- **Proven Ability to Integrate and Aggregate:** Only FirstWatch is designed to monitor disparate (or similar) data sources and data types, for Public Safety and Public Health from: 9-1-1 Phone and Computer Aided Dispatch (Police, Fire and EMS CAD) systems, to Electronic Patient Care Records (ePCR) systems, to Records Management (RMS) systems, to ProQA (algorithmic expert / telephonic triage) systems for EMS, Fire & Police, as well as Hospital Emergency Data (ED) systems, Nurse Call Triage data systems and Poison Control Center data among others. Whether the emergency situation is related to natural disaster, bioterrorism, COVID-19, Ebola, Heroin/Opioid ODs, SARS, MERS, or even H1N1/ILI Flu - FirstWatch is designed to offer aggregated, real time data analysis, data visualizations and automated alerts to authorized stakeholders at the local, state or federal level.



Every Record. In Real Time. Automatically.



- **Scalable System Design:** Only FirstWatch allows the addition of other data sources / data systems into “existing” deployed (“live”) FirstWatch systems. Real Time data from other FirstWatch customers may also be easily aggregated together (if authorization is provided and Triggers are available), to create a larger regional or statewide FirstWatch Network; for example, during the COVID-19 Pandemic, when FirstWatch provided COVID Triggers & Dashboards to our existing customers in 160 metro areas across the US & Canada (at no charge) to help protect First Responders and Citizens.
- **Exclusive Embedded Interface to FirstWatch within ProQA Software and Academy Analytics for ProQA:** Only FirstWatch has partnered with Priority Dispatch Corporation (PDC) & International Academies of Emergency Dispatch (IAED) to create an “embedded FirstWatch interface” which is designed to enable real-time analysis of ProQA data for Emerging Infectious Disease, CBRNE, as well as for EMS (EMD), Fire (EFD) and Law Enforcement (EPD) Dispatch Driven Protocols and algorithms. The “embedded FirstWatch interface” can be located within ProQA Academy Analytics, or ProQA Paramount in the “Admin Utility” or within legacy ProQA within the “Configuration Utility” (ProQA versions 3.4.1.41 (or newer)). FirstWatch is the **ONLY** real-time data monitoring & analysis (software) program in the world to seamlessly interface with both ProQA Academy Analytics as well as ProQA to provide dashboard analytics & functionality to mutual FirstWatch and ProQA / ProQA Paramount / ProQA Academy Analytics customers.
- **Experience with 9-1-1 / Public Safety (CAD, ProQA, Phone, ePCR, RMS) Data:** FirstWatch team members have more than 300 years of Public Safety experience collectively. Additionally, FirstWatch has more than 250 years of combined Public Safety software development experience. Since 1999 FirstWatch has been actively analyzing and aggregating 9-1-1 / Public Safety.
- **Automated, Real-Time Analysis & Alerting:** Only FirstWatch offers automatic analysis in real-time, from disparate Public Safety software platforms – to date more than (120) different vendor and home-grown systems have been interfaced with FirstWatch. The flexibility of the system offers user defined data analysis criteria, as well as offering new and innovative algorithms and algorithmic methodologies for real time data analysis and automated alerting.
- **Capacity:** Only FirstWatch analyzes and aggregates about **140,000** real time public safety records daily – on average one new record is analyzed every .05 seconds (that’s over 50,000,000 annually) **and the FirstWatch annual record volume grows, as new deployment sites go live.** To date, FirstWatch has processed more than **340 Million** public safety records (in real time) benefiting Public Safety, Public Health and Homeland Security teams across the US & Canada.
- **Existing LIVE Systems:** Only FirstWatch has LIVE systems deployed in 35 of the top 50 metro areas (by population) across the USA.

We hope the information provided above will help your team establish FirstWatch as the single source provider of not only the FirstWatch system itself, but also system enhancements, modules, maintenance and support for the FirstWatch system as well. If you have any other questions please let us know and we’d be happy to provide whatever additional information you may require. Thank you.

Respectfully,

Marc

Marc Baker, Partner & Vice President
FirstWatch Solutions, Inc.
760.658-9848
mbaker@firstwatch.net



Consent Agenda Item No. 7.F.

For City Council: September 8, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution (1) Waiving the Formal Bidding Requirements; and (2) Approving an Agreement with SiteMed, to Provide Occupational Safety and Health (OSHA) Required Medical Surveillance and Physical Evaluation, in an Amount Not to Exceed \$73,703, as requested by the Human Resources Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

Objective 1d. City services delivered in the most cost-effective, efficient manner

Background: Staff are recommending the approval of a 1-year contract with SiteMed Fire ("SiteMed") to conduct OSHA-mandated respirator and hazardous material evaluations, as well as a wellness exam that meets the National Fire Protection Association ("NFPA") 1582 standard. This comprehensive approach combines proven life safety screenings and one-on-one personalized medical counseling with a medical group that understands the medical risks faced by the City's firefighters. All sworn Firefighters will have an evaluation, which will include a medical component per NFPA 1582. The NFPA 1582 Wellness Initiative is key to keeping Firefighters healthy. By keeping employees healthy, staff anticipate preventing and/or minimizing Worker-Compensation claims and personal illness/injuries requiring the use of sick leave.

SiteMed is a physician-owned healthcare company specializing in NFPA 1582 Firefighter Medical Exams whose medical providers have over 50 years of combined experience. The focus of SiteMed is on preventing disease and improving Firefighter health and safety. In the event medical issues are discovered, SiteMed will coordinate with the Firefighter and their personal physician to ensure the Firefighter is safe to work. In addition, SiteMed provides year-round access to doctors familiar with the Fire Service and Standards for medical consultations. SiteMed will conduct on-site evaluations, minimizing the time that employees are taken out of service. SiteMed will also develop a relationship with local providers for an Oversight Program for new hires or missed appointments that happen outside of the scheduled on-site evaluations. SiteMed will provide confidential results and interpretations to the Firefighter. A physician will evaluate all charts and issue clearance letters. SiteMed will provide a department summary report, which will include relevant averages, ranges, and annual comparison statistics. Employment-related occupational health services are considered a unique professional service that does not lend itself to a biddable, formal solicitation process under the

City Code. The City has partnered with SiteMed in previous years, and the services provided have been beneficial to the health of the City's Firefighters. The continuation of this business relationship provides for continuity of care, reduction of injury/illness-related absences, and valuable institutional knowledge and experience gained through working with the City's Fire Department.

Community Groups/Interested Persons Contacted: Local 49

Financial Impact: If approved, the City will enter into an Agreement with SiteMed in an amount not to exceed \$73,703. The Occupational Safety and Health Administration (OSHA) required medical surveillance and physical evaluation to cover the 1-year contract are included in the Human Resources-Other Medical Expenses account (10011410-70210). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 146.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2025 - ____

A RESOLUTION (1) WAIVING THE FORMAL BIDDING REQUIREMENTS; AND (2) APPROVING AN AGREEMENT WITH SITEMED, TO PROVIDE OCCUPATIONAL SAFETY AND HEALTH (OSHA) REQUIRED MEDICAL SURVEILLANCE AND PHYSICAL EVALUATION, IN THE AMOUNT NOT TO EXCEED \$73,703

WHEREAS, subject to the provisions of the City Code, City staff are recommending (1) waiving the formal bidding requirement; and (2) an agreement with SiteMed be approved to provide Occupational Safety and Health Administration (“OSHA”) required medical surveillance and physical evaluation, in the amount not to exceed \$73,703 (Exhibit A); and

WHEREAS, the medical surveillance and physical evaluation/testing are crucial for the health, safety, and well-being of Fire Staff; and

WHEREAS, the City has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 403; and

WHEREAS, the City has successfully partnered with SiteMed for the past five years; and

WHEREAS, the City Council finds it in the best interest of the City to waive the formal bidding requirements and approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. That the formal bidding requirements are waived.

SECTION 3. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other necessary documents.

PASSED this 8th day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



Deputy Chief of Training Carl Reeb
Bloomington Fire Department
PO Box 3158
Bloomington, IL 61702

8/21/2025

Proposal Pricing is guaranteed for 120 days

Please find the attached proposal for your Firefighter NFPA 1582 Health and Wellness program. We have listed several key factors that differentiate SiteMed from other companies.

Detailed Executive Summary

SiteMed is a physician-owned health care company specializing in onsite NFPA 1582 firefighter medical exams. Our comprehensive approach combines proven lifesaving screenings with one-on-one personalized medical counseling.

Our medical providers have performed over 70,000 NFPA 1582 firefighter, HAZMAT, Police, EMS and fire brigade exams, and have over 50 years combined experience with NFPA 1582 and OSHA standards. SiteMed is an Equal Opportunity Employer and an E-Verify participant employer since October 15, 2010. Our E-Verify company ID # 364885.

SiteMed uses state-of-the-art equipment and trained experienced staff. Testing is done under NFPA, OSHA, NIOSH and CAOHK procedures. We value the privacy of your firefighters and maintain medical confidentiality throughout the entire testing process.

The SiteMed Difference

We are a physician owned company.

Our physicians specialize in NFPA 1582 medical exams. They lecture and write articles on firefighter health and wellness on the local, state and national level. They have performed over 70,000 NFPA 1582 Firefighter, Fire Brigade, EMS and HAZMAT exams. They understand the inherent medical risks firefighters face and know that a comprehensive NFPA 1582 firefighter evaluation program is the key to keeping firefighters healthy and reducing your department's health care costs. What does this mean for you? **Consistency, Reliability, & Dependability.**

Other companies owned by non-physicians will often hire temporary outside doctors who may not have experience with firefighter physicals. We specialize in Occupational Medicine and firefighter exams - this is what we do all day every day. Let us put our experience to work for you.

Our Physicians and Staff are Licensed in all 50 states.

From Alaska to Florida and coast to coast we have you covered. You will never have to worry if your provider is in compliance with Medical Practice Laws.

We insist on the highest medical standards.

This means that all lab and imaging studies are ordered by a state-licensed physician. All imaging studies are interpreted by a state-licensed and board-certified radiologist and a written report of all studies is given to all members.

ONSITE FIREFIGHTER PHYSICALS



Our examination meets and can exceed the NFPA 1582 standard.

The SiteMed NFPA 1582 medical exam program meets and, with optional specialized testing, can exceed all aspects of the NFPA 1582 standard. We work with hundreds of departments, and our program has been effective for large 1000+ member departments as well as small volunteer departments.

We come onsite to you.

We realize yearly exams can be a daunting process. By coming onsite, we are able to perform up to 50 exams per day and can complete a department in just days instead of weeks or months. We perform 4-8 exams per hour, which greatly helps minimize time away from work. Typically, all we need is a conference room and office to perform all of our testing. There is no need to sit and wait at an urgent care, local clinic or hospital, which puts firefighters and trucks out of service for hours at a time. This saves your department time and money and minimizes hassles related to annual physical exams. Firefighters are able to remain in service and respond to emergencies if needed.

We focus on prevention.

The purpose of an effective wellness program is to enhance the health of your firefighters. It is not a punitive process. Anyone can issue a clearance letter, but our focus is on preventing disease and improving firefighter health and safety. This starts with a complete NFPA 1582 physical exam and our one-on-one counseling.

We manage medical problems.

If medical issues are discovered, we coordinate with the firefighter and their personal physician to make sure your employee is safe to perform the **14 Essential Job Tasks** listed by the NFPA. We can usually keep your firefighters working during this process until the issue is resolved. We are available 365 days a year to help you manage and mitigate medical issues.

We care about your health.

As a physician-owned company, we will customize your NFPA 1582 program to reflect your specific needs. This means that we can include extras not offered by other companies such as cardiac CT scanning, ultrasound imaging, advanced genetic testing for heart disease and advanced cancer screenings.

We use a unique two-phase process.

In Phase 1, blood and urine specimens are collected onsite, if applicable, 2-4 weeks prior to Phase 2 testing. This process enables providers to examine and consult with your firefighters with the information in front of them (labs, X-rays, ultrasounds and medical history), just like when they see their primary care physician. This means that during their individual one-on-one counseling session, we can make health recommendations individualized to each person at the time of their consultation.

Year-round access.

What happens after the testing when you have a medical question? With SiteMed, you have year-round access to our doctors (who are also SiteMed's owners) for medical consultations. There is no extra charge for this service - it is part of our commitment to your department.

These are just a few of the benefits we can offer your department. Once you have had a chance to review our proposal, please feel free to contact me with any questions you may have. Thanks for giving us the opportunity to submit this proposal. We look forward to working with you soon.

Bill Orlansky
SiteMed, Business Development
borlansky@sitemed.net
978-621-1494



Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA1582

Included in our Standard Physical

Medical Component per NFPA 1582 Chapters 6 & 7

- **Comprehensive Medical History**
All necessary forms will be provided
- **Medical Examination - Comprehensive physical exam**
includes- Head, Eyes, Ears, Nose, Throat, Neck, Heart, Lungs, Gastrointestinal, Genitourinary, Lymph nodes, Musculoskeletal, skin, neurological and hernia check
Screening for Skin, Thyroid and Testicular Cancer
- **Vitals**
Height, Weight and Blood Pressure
- **Body Composition**
Bio Impedance Analysis (BIA)
- **Vision**
Snellen(distance) screening
- **Lab Analysis**
Chemistry Screen, CBC, Lipid panel, TSH, and Urinalysis, PSA (Males over 40), CA-125 on all Females, Hemoglobin A1C
 - Bloodwork will be drawn in the morning approximately 2-4 weeks prior to testing
- **Hearing Test**
Audiogram using our Benson audiometers or whisper test
- **Pulmonary Function Testing**
- **EKG - 12-lead resting electrocardiogram**

Fitness Component per NFPA 1582 Chapter 8

- **WFI Submaximal Graded Treadmill Evaluation**
To evaluate aerobic capacity (per NFPA 1582 C.2.1.3)
- **Hand grip strength evaluation (NFPA 1582C.2.1.5)**
- **Vertical Jump Assessment (NFPA 1582 C.2.1.8) or Leg Strength Evaluation (C.2.1.6)**
- **Arm Strength Evaluation (NFPA 1582 C.2.1.7)**
- **Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)**
- **Prone static plank core stabilization assessment (NFPA 1582 C.2.1.11)**
- **Sit and Reach Flexibility evaluation (NFPA 1582 C.2.1.12)**

SiteMed Value - Additional Standard Components

- **One-on-One consultation with a licensed medical provider**
- **Medical provider may be a Physician, Physician's Assistant or Nurse Practitioner**
- **Confidential copy of results and interpretations provided to each firefighter**
- **A Physician will evaluate all charts and issue clearance letters**
- **Clearance letters will be provided within 7 Business days of the physical examination if there are no medical issues requiring follow up**
- **Department Summary report including relevant averages, ranges, and annual comparison statistics**

ONSITE FIREFIGHTER PHYSICALS



Standard Labs and Screening included in physicals

Chemistry Screening

Screens for Liver Cancer, Biliary Cancer, Diabetes, Gout, Kidney function, Anemia and Liver Disorders

Glucose	Total Protein
Sodium	Albumin
Potassium	Globulin
Chloride	Albumin/Globulin Ratio
Blood Urea Nitrogen	Total Bilirubin
eGFR	Alkaline Phosphatase
BUN/Creatinine ratio	Gamma-GT
Uric Acid	AST (SGOT)
Inorganic Phosphorus	ALT (SGPT)
Calcium	LDH
Iron	

Lipids

Screening for Cardiovascular Risk

Triglycerides
Cholesterol, Total
HDL-High Density Lipoprotein Cholesterol
LDL-Low Density Lipoprotein Cholesterol
VLDL- Very Low-Density Lipoprotein Cholesterol
Cholesterol/ HDL-Cholesterol
Estimated Coronary Heart Disease Risk

Thyroid Stimulating Hormone

Screens for Thyroid Disease

Hemoglobin A1C

Screening for Diabetes

Prostate-Specific Antigen (PSA)

Screens for Prostate Cancer

Performed on males 40 years of age and older

Cancer Antigen 125 (CA-125)

Screens for Ovarian Cancer

Performed on all females

American Heart Association /American College of Cardiology

Atherosclerotic Cardiovascular Disease Risk

Calculation of an individual's risk of developing a cardiovascular problem such as a heart attack or stroke within the next 10 years. Calculated for those individuals over the age of 40.

Complete Blood Count (CBC)

Screens for Lymphoma & Leukemia, Anemia and other Blood Disorders

White Blood Cell Count (WBC)
Red Blood Cell Count (RBC)
Hemoglobin
Hematocrit
Platelets
RDW
Mean Corpuscular Volume (MCV)
Mean Corpuscular Hemoglobin (MCH)
Mean Corpuscular Hemoglobin Concentration (MCHC)

Urinalysis

Screens for Bladder and Kidney Cancers

Color	Leukocyte esterase
Ketones	pH
Appearance	Nitrate
Occult Blood	Protein
Specific Gravity	Bilirubin
Glucose	Urobilinogen
Microscopic examination of urine sediment	



Agreement

Phase 1 (labs and imaging)	3 Days	Up to 4 Hrs per day	Maximum # of 50 People per day
Phase 2 (Medical and Fitness)	4 Days	Up to 7 Hrs per day	Maximum # of 28 People per day

*Scheduled days to be consecutive unless otherwise noted

*Minimum program charge includes up to 100 total exams without fitness component. Additional exams will be billed at \$463

*Maximum of 28 exams per 8-hour day unless otherwise noted.

*Ultrasound imaging will be completed on scheduled days only; makeup ultrasounds are not available.

NOTES: _____

Invoicing Terms and Conditions

I acknowledge that the services marked will be provided for (2025) physicals. If changes are made after this agreement is signed an addendum sheet will be provided and signed by both parties. Additional Services Prices are guaranteed for the first year of this agreement and may increase in subsequent years.

(Initial)

SiteMed will invoice for 50% of the total minimum program charge plus additional services if applicable following Phase 1. The Remaining 50% and any other additional services not previously invoiced will be invoiced following phase 2. Invoices are "Due Upon Receipt". Invoices not paid within 30 days will incur a 1.5% late fee charge.

(Initial)

Any Cancellations made less than 30 days prior to scheduled dates will incur charges of 50% of the Minimum charge for time scheduled if not rescheduled for a later date. Cancellations made more than 30 days prior to scheduled dates will incur charges of 25% of the minimum charge if not rescheduled for a later date. Rescheduling services will not incur a cancellation fee.

(Initial)

If applicable, Make Up Exams must be completed within 45 Days following the completion of Phase 2. Exceeding 45 days will incur multiple invoices.

(Initial)

This agreement is made and entered into on this _____ day of _____, 2025 between SiteMed and Bloomington Fire Department. This agreement shall exist for a period of one (1) year and will automatically renew each year thereafter, unless cancelled by either party sixty (60) days prior to the annual anniversary date.

We, the undersigned, duly authorized representatives of the above parties do hereby agree to the statement and conditions outlined above.

Bloomington Fire Department- Representative

Date


SiteMed - Representative

8/21/2025
Date

ONSITE FIREFIGHTER PHYSICALS



Services Proposal Pricing is guaranteed for 120 days	Quantity	Price	Year 1 (2025)
Standard NFPA 1582 Physical x Without Fitness Component	Base Program 100	\$463	\$46,300
Additional NFPA 1582 Physicals	21	\$463	\$9,723
Additional Services			
Lab Corp Collection Fee		\$20	
Behavioral Health Assessment		\$55	
DOT Medical Cards		\$50	
Titmus Vision Screening		\$35	
Imaging Services			
Chest -X-rays		\$110	
Cardiac Stress Test		\$160	
CT Coronary Calcium Scoring *Not available at all locations * Pricing may vary	8	\$160	\$1,280
Thyroid Ultrasound*		\$100	
Abdominal Ultrasound*	25	\$100	\$2,500
Pelvic / Testicular Ultrasound*		\$100	
Abdominal Aortic Aneurysm Ultrasound*		\$100	
Carotid Ultrasound*		\$100	
Echocardiogram*	100	\$139	\$13,900
Ultrasound Package Includes all items marked with *		\$360	
Screening Services			
Tuberculosis Skin Test Read by FD Personnel		\$30	
Tuberculosis Skin Test Read by SiteMed Personnel		TBD	
QuantiFeron TB Gold Blood Test		\$95	
Hepatitis B Antibody Screening		\$32	
Hepatitis C Screening		\$32	
Varicella Antibody Screening		\$55	
Measles, Mumps, Rubella Antibody Screening		\$75	
Blood Testing Services			
Blood Typing (ABO Grouping & Rho)		\$22	
HIV Screening		\$32	
CRP (C-reactive Protein)		\$21	
Cholinesterase, RBC (For Hazmat)		\$42	
Heavy Metals Panel (For Hazmat)		\$150	
NMR Particle Test for Cholesterol		\$45	
Fecal Occult Blood Screening		\$25	
OneTest™ Screening Service			
OneTest™ Standard for cancer		\$209	
OneTest™ Premium for Cancer		\$349	
Totals			\$73,703

ONSITE FIREFIGHTER PHYSICALS



Billing Information

Invoices will be addressed to: Contact Person: _____

EMAIL: _____

PHONE NUMBER: _____

PAYMENT/INVOICE PORTAL: _____

Special billing instructions: _____

Agreement Addendum Notes:

Date: _____

**SiteMed
Initial**

**FD Personnel
Initial**

Date: _____

**SiteMed
Initial**

**FD Personnel
Initial**

Date: _____

**SiteMed
Initial**

**FD Personnel
Initial**

Notes:



Consent Agenda Item No. 7.G.

For City Council: September 8, 2025

Ward Impacted: Ward 6

Subject: Consideration and Action on an Ordinance Approving a Redevelopment Agreement By and Between the City of Bloomington and FMB Holdings, Inc., for the Property Commonly Known as 210 N. Center St. (PIN: 21-04-332-008), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 3. Strong Neighborhoods

Objective 3c. Revitalization of older commercial homes

Goal 6. Prosperous Downtown Bloomington

Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments

Objective 6e. Preservation of historic buildings

Background: The "Old CVS" building is located at 210 and 208 N. Center Street. The building is currently vacant. The property is actually two buildings, known as the Marblestone Building (208 N. Center) and the Benjamin & Schermerhorn Building (210 N. Center), both designed by Rudolph Richter. They are the only remaining pre-fire buildings on the west side of Court House Square, with 210 pre-dating the Civil War as well. Both buildings are constructed of locally made brick, with much of the original exterior character remaining on the upper stories. The buildings are contributing structures to the National Register of Historic Places Bloomington Central Business District. The developer intends to renovate the interior of the building into a mixed-use space with one (1) to two (2) white box commercial spaces on the first floor, and four (4) to six (6) residential apartments on the upper floors. Windows on the upper floors have already been removed and will be reinstalled. Tuckpointing, limestone windowsill repair and replacement, and exterior coating repair/restoration work will also be completed. The Historic Preservation Commission previously awarded a Rust Grant to help defer the expense of completing this work according to the Secretary of the Interior's Standards for the Treatment of Historic Properties, to help in the retention of the historic and structural integrity of the building; this Grant is still available and is applicable to this project.

If approved, as incentive The City will reimburse the developer from TIF funds generated by the site for TIF Eligible work (rehabilitation, utility infrastructure, planning, etc.) as follows:

- 100% of the TIF increment for years 1-13
- 90% of the Property Tax TIF increment for years 14-16
- 80% of the Property Tax TIF increment for years 17-19; and,
- 70% of the Property Tax TIF increment for the remainder of the agreement.

The TIF expires December 31, 2048. On November 10, 2022, the City Manager authorized Tax Increment Financing ("TIF") consultant Pekham Guyton Albers & Viets ("PGAV") to conduct a feasibility study for the purpose of creating a Redevelopment Project Area. PGAV found that the area encapsulated in what is now known as the Downtown TIF District, including the Old CVS Building, to be a "conservation area" and therefore qualified for the implementation of a TIF. On July 22, 2024, the Downtown TIF District was designated and adopted by the City Council to assist with the redevelopment of the area and the removal of blight.

The City will reimburse FMB Holdings the property tax increment generated for the properties listed above, in decreasing percentages, over the life of the TIF. The TIF expires December 31, 2048.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The City will reimburse FMB Holdings 100% of the Property Tax TIF increment for 208 & 210 N. Center for years 1-13; 90% of the Property Tax TIF increment for years 14-16; 80% of the Property Tax TIF increment for years 17-19; and, 70% of the Property Tax TIF increment for the remainder of the agreement. The TIF expires December 31, 2048.

Attachments:

1. Ordinance
2. Ordinance - Exhibit A - NEED VENDOR SIGNED CONTRACT

ORDINANCE NO. 2025 - ____

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF BLOOMINGTON AND FMB HOLDINGS, INC., FOR THE PROPERTY
COMMONLY KNOWN AS 210 N. CENTER ST. (PIN: 21-04-332-008)**

WHEREAS, the City of Bloomington, Illinois (“CITY”), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into economic incentive agreements to encourage the development or redevelopment of land within the corporate limits of the CITY; and

WHEREAS, the CITY has identified certain areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of the affected taxing districts; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (“TIF ACT”), and the CITY’s authority and powers as a home rule unit, the CITY is empowered to undertake the development and redevelopment of designated areas within the CITY’s municipal limits in which existing conditions permit such areas to be classified as “blighted area” or a “conservation area” as defined in Section 11.74.4-3(a) of the TIF ACT; and

WHEREAS, on July 22, 2014, the CITY approved a redevelopment project and plan, designated the Downtown Project Area (“DOWNTOWN TIF DISTRICT”), and adopted Tax Increment Financing for the payment and financing of redevelopment project costs incurred within the Project Area; and

WHEREAS, FMB Holdings, Inc., an Illinois incorporated business (“DEVELOPER”), owns a piece of property in the vicinity of Downtown Bloomington within the corporate boundaries of the CITY, consisting of generally 0.17 acres located at 210 N. Center Street (“PROPERTY”); and

WHEREAS, the DEVELOPER has put forward an application to redevelop the PROPERTY into a mixed-use space with one (1) to two (2) white box commercial spaces on the first floor, and four (4) to six (6) residential apartments on the upper two floors, and replace the windows, in addition to the tuckpointing, limestone windowsill repair and replacement, and exterior coating replacement work (“PROJECT”); and

WHEREAS, the DEVELOPER has informed the CITY that the ability to proceed with the PROJECT requires financial assistance from the CITY to offset the extraordinary costs to be incurred by the DEVELOPER; and

WHEREAS, the PROPERTY is located within the DOWNTOWN TIF DISTRICT; and

WHEREAS, the Mayor and City Council of the CITY have determined that in order to induce the DEVELOPER to proceed with the PROJECT, thereby providing economic development within the CITY, which is in the best interests of the CITY and the health, safety and welfare of its

residents, for the CITY to provide financial assistance to the DEVELOPER pursuant to the terms of a Redevelopment Agreement (“AGREEMENT”) attached hereto as Exhibit A.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. That the AGREEMENT, attached as Exhibit A, by and between the CITY and the DEVELOPER is hereby approved, and the City Manager and City Clerk are hereby authorized to execute and deliver said AGREEMENT on behalf of the CITY.

SECTION 2. The City Manager is hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said AGREEMENT.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This Ordinance shall take effect immediately after approval and publication as required by law.

PASSED this 25th day of August 2025

APPROVED this ____ day of August 2025

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON,
ILLINOIS AND FMB HOLDINGS, INC.**

THIS REDEVELOPMENT AGREEMENT is entered into this ____ day of _____ 2025, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the "*City*"), and FMB Holdings, Inc., an Illinois incorporated business (the "*Developer*").

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Mayor and City Council of the City (the "*Corporate Authorities*") have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business, and housing in order to enhance the City's tax base, ameliorate blight and provide job opportunities for its residents; and

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish the City's goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and

WHEREAS, the City has identified certain areas within its municipal boundaries where the existence of certain factors, such as obsolescence, deteriorating buildings, and deteriorating site

improvements, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*") and the City's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "conservation area" or as a "blighted area" as defined in Section 11.74.4-3 of the TIF Act; and

WHEREAS, to stimulate and induce redevelopment pursuant to the TIF Act, after giving all required notices, conducting a public hearing and making all findings of fact required by law, the Corporate Authorities, through Ordinance Nos. 2024-055, 2024-056 and 2024-057, adopted July 22, 2024, approved a redevelopment project and plan (the "*Redevelopment Plan*"), designated the "Downtown Redevelopment Project Area" (the "*Project Area*"), and adopted tax increment financing of redevelopment project costs incurred within the Project Area pursuant to the TIF Act; and

WHEREAS, the Project Area includes real estate located in the vicinity of the Downtown Bloomington, commonly known as 210 N Center Street, Bloomington, Illinois, and identified by parcel index number 21-04-332-008 (the "*Subject Property*") as shown on the map attached hereto as Exhibit A; and

WHEREAS, the Developer has acquired the Subject Property and started demolition work. However, additional assistance is needed for the project to move forward to completion.

WHEREAS, the Developer agrees to renovate the interior of the building at the Subject Property into a mixed-use space with one (1) to two (2) white box commercial spaces on the first floor, and four (4) to six (6) residential apartments on the upper two floors (the “*Intended Uses*”), and replace the windows, in addition to the tuckpointing, limestone windowsill repair and replacement, and exterior coating replacement work (collectively, the “*Project*”); and

WHEREAS, in order to induce the Developer to proceed with the Project, the City is prepared to make commitments to the Developer, and, upon satisfaction of commitments made by the Developer, to reimburse the Developer for certain costs incurred in connection with the Project from revenues available to the City, all as hereinafter set forth; and

WHEREAS, given the current condition of the Subject Property, the Corporate Authorities believe that its renovation and redevelopment is in the best interest of the City and the health, welfare and prosperity of its residents.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as if restated in this Section.

Section 2. Obligations of the Developer.

A. On or before March 1, 2026, the Developer shall have commenced construction of the Project in accordance with all applicable City Codes and laws of the State of Illinois, unless delayed by Force Majeure as described in Section 12.

- B. The Developer covenants and agrees to complete the redevelopment of the Project and obtain certificates of occupancy for all spaces on or before May 31, 2027, unless delayed by Force Majeure as described in Section 12.
- C. The Developer covenants and agrees to construct the Project and maintain the Subject Property in accordance with all applicable City Codes and laws of the State of Illinois and to pay, when due, all fees, taxes, fines, or other amounts due to the City pursuant to its ordinances and City Code or due to the County or the State of Illinois.
- D. The Developer covenants and agrees to operate the Intended Uses on the Subject Property for the first nine (9) years from the effective date of this Agreement. The Intended Uses are subject to change with the consent of the City, which consent shall not be unreasonably withheld.
- E. The Developer covenants that the Project shall require an investment of approximately \$4,250,000. Upon completion of the Project, the Developer shall deliver receipts in the form of paid bills, invoices, etc., as proof of the investment of approximately \$4,250,000 ("*Total Project Cost*").
- F. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the "*Prevailing Wage Act*"), if and to the extent that the reimbursement by the City of costs incurred by Developer in connection with the completion of the Project requires that the completion of the Project be subject to the Prevailing Wage Act.

Section 3. City's Obligations.

- A. Provided the Developer has satisfied the requirements as stated in Section 2, the City hereby agrees to reimburse to the Developer an annual payment for Redevelopment

Project Costs (as defined in the TIF Act) that have not been otherwise reimbursed to developer or paid by any parties other than Developer, from Incremental Taxes (hereinafter defined) generated from the Subject Property from the sources provided in Section 4 (the "*Reimbursable Project Costs*"). Only Reimbursable Project Costs incurred after the full execution of this agreement and not otherwise reimbursed to the Developer through other means or programs (such as those costs which might qualify as Redevelopment Project Costs but have been reimbursed through a grant) are eligible for reimbursement.

- B. For purposes of this Agreement "Incremental Taxes" shall mean the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed value ("*EAV*") of the Subject Property and its improvements over the initial equalized value of the Subject Property at the time of the establishment of the initial EAV by McLean County calculated in accordance with the TIF Act.

Section 4. Pledged Funds.

A Upon the adoption of the Downtown Redevelopment Project Area, the City established a special tax allocation fund for the Project Area, as required by the TIF Act (the "*STAF*") into which the City deposits Incremental Taxes as received from the Project Area as a result of the adoption of the TIF Act.

B. So long as no notice of default has been issued which remains uncured, on December 1 of each year (or, if later, that date which is ten (10) days following the date upon which the City receives Incremental Taxes from the final installment of real estate taxes), a percentage of the

Incremental Taxes with respect to the Subject Property (the "*TIF Increment*") shall be transferred and deposited into the FMB Holdings, Inc. Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used solely to reimburse the Developer for Reimbursable Project Costs pursuant to the schedule outlined below:

- One hundred percent (100%) of the TIF Increment for years one (1) through thirteen (13);
- Ninety percent (90%) of the TIF Increment for years fourteen (14), fifteen (15) and sixteen (16);
- Eighty percent (80%) of the TIF Increment for years seventeen (17), eighteen (18) and nineteen (19);
- Seventy percent (70%) of the TIF Increment for the remainder of this agreement as outlined in Section 10.

C. The deposits into the FMB Holding, Inc. Subaccount as hereinabove directed, shall be collectively hereinafter referred to as "Pledged Funds".

Section 5. Clawback Provisions.

In the event that the Developer fails to complete the Project as required by Section 2 above, or Developer, or its successors or assigns as owner of the Subject Property, ceases to operate the Intended Uses on the Subject Property, other than a temporary cessation of operations due to an event of Force Majeure:

- A. The tax incentive provided by the City will immediately cease and any balance of the incentive not yet paid would be forfeited by the Developer.
- B. The Developer agrees to compensate and make whole the City per the following terms:

- i. If this Agreement is terminated prior to the ninth (9th) anniversary of the date first written above, the Developer agrees to repay the City for increment actually received by the Developer from the City pursuant to Section 3 above according to the following schedule:

Year of Termination After the Execution of the Redevelopment Agreement	Percentage of Prior Amounts Received by Developer to be Repaid to the City
1	100%
2	100%
3	100%
4	100%
5	80%
6	60%
7	40%
8	20%
9+	0%

Section 6. Advance of Funds.

The Developer shall advance all funds and all costs necessary to construct and complete the Project.

Section 7. Events of Default by Developer.

Any of the following events or circumstances shall be an event of default by Developer with respect to this Agreement:

- A. If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- B. Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.
- C. Developer's default in the performance or breach of any material covenant, warranty, or obligation, including all obligations set forth in Section 2, contained in this Agreement.
- D. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.
- E. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer' s property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking

of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

F. Developer's failure to pay the fees and expenses described in this Agreement.

Section 8. Events of Default by the City.

Any of the following events or circumstances shall be an event of default by the City with respect to this Agreement:

- A. A default of any term, condition, or provision contained in any agreement or document relating to the Project (other than this Agreement), that would materially and adversely impair the ability of the City to perform its obligations under this Agreement, and the failure to cure such default within the earlier of 30 days after Developer's written notice of such default or in a time period reasonably required to cure such default or in accordance with the time period provided therein.
- B. Failure to comply with any material term, provision, or condition of this Agreement within the time herein specified and failing to cure such noncompliance within 30 days after written notice from Developer of each failure or in a time period reasonably required to cure such default.
- C. A representation or warranty of the City contained herein is not true and correct in any material respect for a period of 30 days after written notice to the City by Developer. If such default is incapable of being cured within 30 days, but the City begins reasonable efforts to cure within 30 days, then such default shall not be considered an event of default hereunder for so long as the City continues to diligently pursue its cure.

Section 9. Remedies – Liability.

A. If, in the City's reasonable judgment, the Developer is in material default of its obligations outlined in this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail the nature of such material default. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice; provided that if the failure is such that more than thirty (30) days would be reasonably required to comply, then the Developer shall have such additional time as may be necessary to comply so long as the Developer commences compliance within thirty (30) days of receipt of notice from the City and diligently proceeds to fulfill such obligation until completed. A default not cured as provided above shall constitute a breach of this Agreement unless the City grants the Developer additional time to accomplish the cure. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to exercise any right or remedy it may have at law or in equity, including without limitation the right to pursue compensatory damages not to exceed the amount actually reimbursed from the City to the Developer under this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's

debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

C. If, in the Developer's reasonable judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice; provided that if the failure is such that more than thirty (30) days would be reasonably required to comply, then the City shall have such additional time as may be necessary to comply so long as the City commences compliance within thirty (30) days of receipt of notice from the Developer and diligently proceeds to fulfill such obligation until completed. A default not cured shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of

any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 10. Term.

Unless earlier terminated pursuant to Section 9, the term of this Agreement shall commence on the date of execution and the last payment to Developer under Section 4 of this Agreement will be made on December 1, 2048 (the "*Termination Date*").

Section 11. Verification of Tax Increment.

The Developer shall cooperate with the City in good faith and use commercially reasonable efforts to obtain and deliver to the City copies of all real estate tax bills for the Subject Property payable in 2025, and which become payable in each subsequent year during the term of this Agreement for the Subject Property.

Section 12. Time; Force Majeure.

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due

in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure to receive any governmental permits and/or approvals when the Developer in good faith has made and prosecuted applications and requests for same, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was caused by such Force Majeure.

Section 13. Assignment.

During the construction of the Project, and until the ninth (9th) anniversary of the date first written above, this Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. Any deed of conveyance with respect to the Subject Property that is issued during the first nine (9) years of the Term of this Agreement shall include a restrictive covenant requiring all subsequent owners to operate the Intended Uses on the Subject Property pursuant to Section 2D of this Agreement.

Section 14. Developer's Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof, and the Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 15. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided to said party pursuant to this Agreement.

Section 16. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 17. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer :

With a copy to:

To the City :

City Manager
City of Bloomington
115 East Washington Street
Bloomington, Illinois 61702

With copies to:

Megan Lamb
1804 N Naper Blvd
Suite 350
Naperville, Illinois 60563

City of Bloomington
Attn: Legal Department
115 E. Washington St.
Bloomington, IL 61701

Section 18. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 19. No Joint Venture, Agency or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 20. No Discrimination – Construction.

The Developer for itself and its successors and assigns agree that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

Section 21. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties with the adoption of any ordinance or resolution of the City approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof.

Section 22. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

CITY OF BLOOMINGTON

ATTEST

Mayor

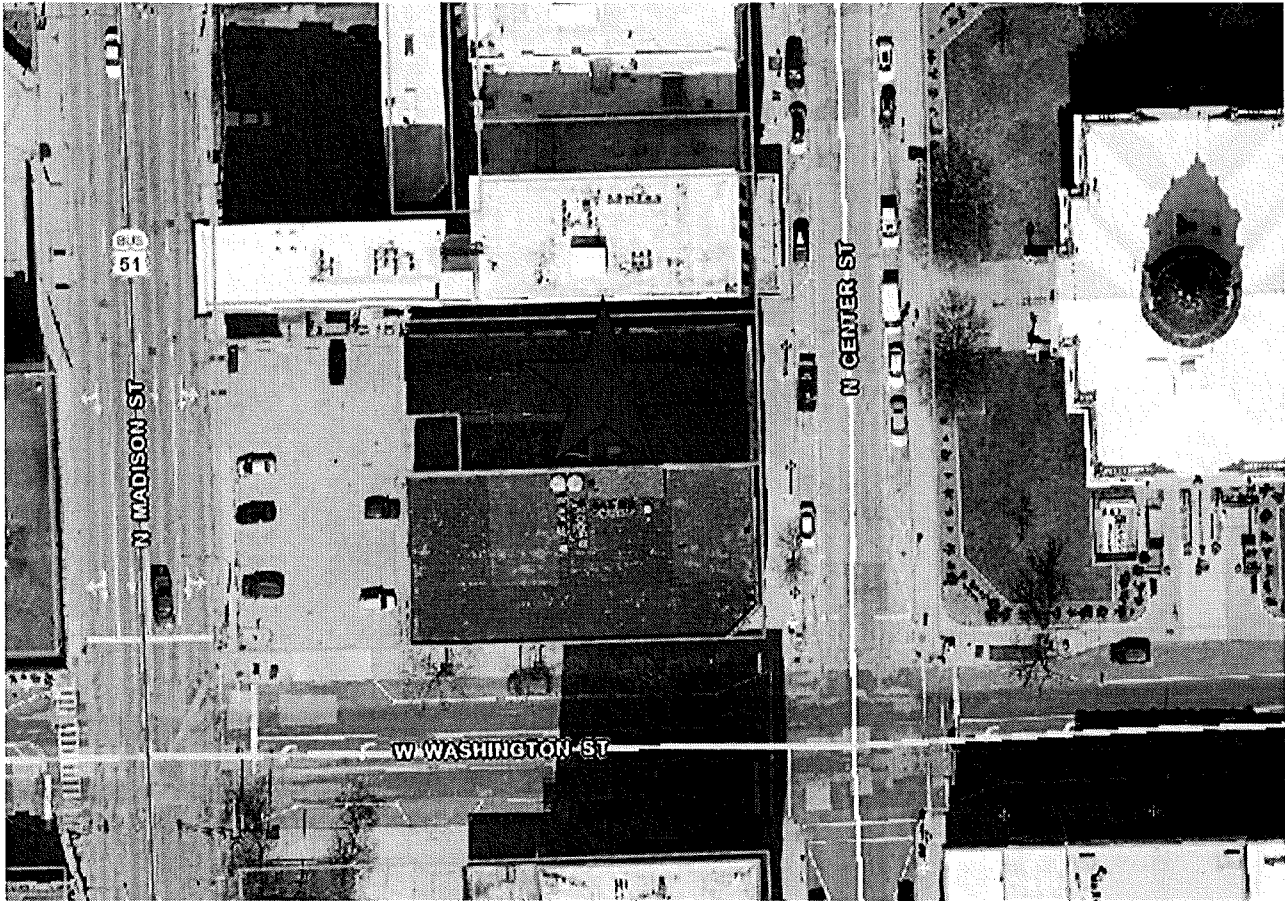
Leslie Smith-Yocum, City Clerk

FMB HOLDING, INC.

ATTEST

President

Exhibit A: Project Area – 210 N. Center Street (21-04-332-008), Bloomington, Illinois





Consent Agenda Item No. 7.H.

For City Council: September 8, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Amending Fees Applicable to Chapter 2 (Administration) of the City Code Regarding the Schedule of Fees for Public Records, as requested by the City Clerk Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

Objective 1a. Budget with adequate resources to support defined services and level of services

Background: The Freedom of Information Act (FOIA) is a law that empowers the public to access information by making requests for records held by government agencies, promoting transparency and accountability. Year after year, the City continues to experience significant increases in the number of FOIA requests received. From 2023 (1977 requests) to 2024 (2702 requests), the City experienced a 40% increase in requests, which greatly impacted the use of staff time. This year, 2,415 requests have been completed, and if the same rate continues, the year will finish with around 3,220 requests being processed, a 20% increase over 2024.

In an effort to streamline processes and make best use of staff time associated with the fulfillment of FOIAs, the City Clerk, in partnership with other City departments, as well as Illinois State University graduate program students, has been working to evaluate the City's FOIA software system and all internal processes. Numerous improvements have been made resulting in efficiencies, as well as many discoveries into the types of requests being received. Today, 25-30% of all requests received are made for commercial purposes. The Freedom of Information Act defines commercial purpose as *"the use of any part of a public record or records, or information derived from public records, in any form for sale, resale, or solicitation or advertisement for sales or services. For purposes of this definition, requests made by news media and non-profit, scientific, or academic organizations shall not be considered to be made for a "commercial purpose" when the principal purpose of the request is (i) to access and disseminate information concerning news and current or passing events, (ii) for articles of opinion or features of interest to the public, or (iii) for the purpose of academic, scientific, or public research or education."* Note, media requests are *not* considered commercial purposes, nor are attorney or academic requests.

In an effort to not unduly burden public resources, the Act allows public bodies receiving FOIA

requests to inquire about the intent of the request when it is believed to be made for a commercial purpose, and further states that it is a violation of the Act "*for a person to knowingly obtain a public record for a commercial purpose without disclosing that it is for a commercial purpose, if requested to do so by the public body.*" City staff are happy to fulfill requests no matter the intent of the request and even in the instance of *commercial requests* begin processing immediately. That said, it is important to note that a public body has 21 business days to fulfill *commercial* requests and 5 business days to fulfill *non-commercial* requests, which is greatly needed given the size and number of requests received. The additional time for commercial requests also allows staff to prioritize processing of non-commercial requests.

Now to focus on the Code changes requested, requests involving digital formats, particularly for police officer body-worn camera footage, have continued to increase, and fulfilling such requests requires considerable staff time and City resources to review, redact, and produce the footage in appropriate formats. These types of requests are oftentimes made for *commercial purposes* wherein the requestors seek to monetize the digital records obtained by reposting on commercial platforms such as YouTube, etc. In 2024, the City processed 387 commercial requests, and in 2025, 521 have been processed to date, which is just under 25% of the total FOIAs received.

Illinois' FOIA permits public bodies to establish a schedule of fees to reimburse the actual cost of reproducing and certifying public records, including costs associated with the use of technological resources. To date, the City has only charged back the actual costs of media hardware such as flash drives (\$2.29) and CDs (\$0.50), as well as costs associated with printing over 50 pages at a rate of \$0.15 per page. However, FOIA allows additional fees to be collected in limited circumstances. One of which is for commercial requests that take longer than eight hours to process. In this case, the commercial requester can be charged back \$10 per hour for any time beyond eight hours. Staff are requesting this opportunity to be added to our allowable charges in the Schedule of Fees.

The other request is to begin charging for electronic requests of particular data sizes. Similar to how we have been charging for printing beyond 50 pages, charging after we reach a particular data size is common practice among municipalities, and enacting such a practice will attempt to recover some costs associated with fulfilling requests. The recommendation is to allow the first 80 megabytes of PDF records (150-265 files, depending on content) and the first 2 megabytes of non-PDF records (200-1,000 pages, depending on content; 204 low-resolution images) to remain free of charge and far exceeding our current practice of 50 printed pages. That said, and in an effort to ensure staff are being good fiscal stewards, staff are recommending that the City's Schedule of Fees be updated to include all permissible charges associated with fulfilling requests as allowed under the Illinois Freedom of Information Act.

Community Groups/Interested Persons Contacted:

Financial Impact: If approved, the Ordinance Amending Fees Applicable to Chapter 2 (Administration) of the City Code Regarding the Schedule of Fees for Public Records will allow the City to recover some of the costs of staff time and efforts for certain FOIA requests.

Attachments:

1. Ordinance

ORDINANCE NO. 2025 - _____

AN ORDINANCE AMENDING FEES APPLICABLE TO CHAPTER 2 (ADMINISTRATION) OF THE CITY CODE REGARDING THE SCHEDULE OF FEES FOR PUBLIC RECORDS

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter "City") is an Illinois home-rule municipality with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City, through its City Clerk, is responsible for compliance with the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA"); and

WHEREAS, the City has experienced a significant increase in FOIA requests for public records in digital formats, particularly for police officer body-worn camera footage; and

WHEREAS, fulfilling these requests for digital records requires considerable staff time and City resources to review, redact, and produce the footage in an appropriate format; and

WHEREAS, the aforesaid requests are oftentimes for commercial purposes wherein the requestors seek to monetize digital records obtained by reposting said records on commercial platforms; and

WHEREAS, the Illinois FOIA permits public bodies to establish a schedule of fees to reimburse the actual cost of reproducing and certifying public records including costs associated with the use of technological resources; and

WHEREAS, in accordance with City Code §1-125 (Chapter 1, Section 30), the City Council is empowered to amend the Schedule of Fees via an ordinance from time-to-time as deemed appropriate; and

WHEREAS, in accordance with City Code §2-320 (Chapter 2, Section 45.3), the City Council finds that the existing Schedule of Fees does not adequately address the costs associated with the production of new forms of digital media, such as body-worn camera footage; and

WHEREAS, the City Council has determined that it is necessary and in the public interest to amend the City's Schedule of Fees to accurately reflect the actual costs incurred in the reproduction of certain digital public records, thereby ensuring the responsible stewardship of public funds.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated herein as if specifically stated in full.

SECTION 2. That the Schedule of Fees, City Code §1-125 (Chapter 1, Section 30), be amended as set forth in Exhibit A.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance shall take effect immediately after passage and publication as required by law.

SECTION 6. This Ordinance is adopted pursuant to the Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 8th day of September 2025.

APPROVED this _____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

The following is hereby amended (additions underlined and deletions stricken) and Chapter 2 Administration, Subsection B. Disclosure of Public Records is replaced in full.

SCHEDULE OF FEES – EFFECTIVE JUNE 23 SEPTEMBER 9, 2025

The following fees are applicable for the respective licenses and fees required under the City Code of the City of Bloomington, Illinois, or as otherwise established by law.

(Reference to the related Chapter-Section of the City Code is listed with the Fee)

ADMINISTRATION (CHAPTER 2)

B. Disclosure of Public Records (2-320(B))

Certification of Records:		\$5.00 per certification
Voluminous Requests:		
Black and White Copies	Less than 50 pages	No Charge
	Over 50 pages	\$0.15 per page
Color Copies	Less than 50 pages	\$0.15 per page
	Over 50 pages	\$0.35 per page
PDF Records	Up to 80 megabytes	\$20.00
	80 megabytes to 160 megabytes	\$40.00
	160+ megabytes	\$100.00
Non-PDF Records	Up to 2 megabytes	\$20.00
	2 megabytes to 4 megabytes	\$40.00
	Over 4 megabytes	\$100.00
Hardware:		
Flash Drives		Actual Cost of Reproduction
CDs		Actual Cost of Reproduction
Other:		
Color Photographs		Actual Cost of Reproduction
Blueprints		Actual Cost of Reproduction
Commercial Requests:		
Search/Retrieval Time		
	First 8 hours	No charge
	Time beyond 8 hours	\$10.00 per hour



Consent Agenda Item No. 7.I.

For City Council: September 8, 2025

Ward Impacted: Ward 6

Subject: Consideration and Action on an Application by Jayst., Inc., d/b/a Mulligans, located at 531 N. Main St., Requesting Approval of a Change in Ownership for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Recommended Motion: The proposed Application be approved.

Strategic Plan:

Goal 3. Grow the Local Economy

Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington

Background: Jayst., Inc., (Applicant), located at 531 N. Main St., is Requesting Approval of a Change in Ownership for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License. The business indicated that they do not intend to change operations at this time.

Current Ownership: Jay Taylor, 100%

Proposed Ownership: Brad Finn, 33.33%; Bill Montes De Oca, 33.33%; and Geoff Sheets, 33.33%

After a Public Hearing on August 12, 2025, the Liquor Commission, per Commissioner Poondru, positively recommended the application to Council. Draft minutes of the hearing are attached. All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

Community Groups/Interested Persons Contacted: In accordance with the City Code, a public notice was published on August 3, 2025, in *The Pantagraph*. 267 notices were mailed to properties within 500 ft. of the applicant's property.

Financial Impact: The current annual license fee for a Class TAS Liquor License is \$3,300 and will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 130. It is also the establishment's responsibility to collect and pay all applicable taxes, including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

Attachments:

1. CLK B Application_Mulligans
2. CLK C Draft Minutes_Mulligans

City Clerk Requirement Verification Memo

To: City Council Review

Re: Jayst, Inc. d/b/a Mulligans

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

Included with Submission:

- Completed Application
- Letter Detailing Change
- Lease Agreement
- Financial Statement
- Articles of Incorporation
- B/N Food & Beverage Tax Registration Form
- B/N Amusement Tax Registration Form
- Paid \$400 Application Fee

Information Verified/On File During Review

- DBA/Assumed Name Registered with the State of IL/McLean County
- Entity is in Good Standing with the State of IL
- Computer Generated Site/Floor Plan
- Certificate of Liability Insurance
- Bond

Due before License Issuance:

- DSD Inspection
- Health Dept. Inspection
- BASSET Certified Individuals to be submitted
- Purchase Agreement

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	Jayst., Inc.
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Mulligans
Legal Entity Address (including City, State, and Zip)	531 N. Main St.
Legal Entity Phone Number	[REDACTED]
Legal Entity Email Address	braddwc@yahoo.com
Establishment Address including Zip	531 N. Main St., Bloomington, Illinois 61701
Establishment Phone Number	309-827-7796
Establishment Email Address	braddwc@yahoo.com
*Email Address for <u>ALL</u> City Communications:	braddwc@yahoo.com

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Brad Finn	BLOOMINGTON	IL	61701
Phone Number	Email Address		
[REDACTED]	[REDACTED].com		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	City	State	Zip
David G Armstrong	BLOOMINGTON	IL	61704
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**

☐ **Partnership** (Date of Formation: _____)

☐ **Limited Liability Company (LLC)**

☒ **Corporation** (Inc. or Corp.)

A copy of the Articles of Organization must be attached.

A copy of the Articles of Incorporation must be attached.

- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

- ☐ Yes ☒ No **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☐ N/A

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.

☒ Yes ☐ No Are citizens of the United States.

* ☐ Yes ☒ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).

☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.

☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.

- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?

2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?

- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?

- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☐ Yes ☒ No Is the premises for which the license is sought owned?
5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
- ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? If yes, please explain: _____

Nature of License:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Tavern
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) TA
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
5. ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: _____
It is currently operating as a bar and the new owners would like it to remain as a bar.
7. If approved, how would the liquor license benefit the City and its residents? _____
Provide a quality establishment for the community.
- *8. ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? If yes, please explain:
Yes, small local bands may play occasionally.
9. ☐ Yes ☒ No Will the proposed or current establishment sell food?
10. ☐ Yes ☒ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
11. If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	3:00 pm	1:00 am
Tuesday:	3:00 pm	1:00 am
Wednesday:	3:00 pm	1:00 am
Thursday:	3:00 pm	1:00 am
Friday:	3:00	2:00 am
Saturday:	3:00 pm	2:00 am
Sunday:	3:00 pm	12:00 am

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Downtown Bloomington, a mix of restaurants, bars and some commercial space.
 - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
There are some offices which are open during the day but will close shortly after the bar opens.
 - 2B. Is the area predominately residential, are they single or multi-family homes?
Any residences in the area are apartments most of which are above commercial properties.
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
Main St. is a one way heading North and the only street near the property except for East Street on the back side which also heads North.
4. How much additional traffic is expected to be generated with a liquor license? None
5. Describe any and all on- and off-street parking: _____
Some on street parking and off street parking in the city owned parking decks
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 7



Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: _____
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☒ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Brad Finn

Shareholder

Name (Please Print)

Title

6/27/2025

Date



MINUTES

LIQUOR COMMISSION - REGULAR SESSION

TUESDAY, AUGUST 12, 2025, 4:00 PM

The Liquor Commission convened in regular session at 4:00 p.m. in the Government Center Boardroom. Commissioner Poondru called the meeting to order.

Roll Call

Attendee Name	Title	Status
Lindsey Meister	Commissioner	Absent
Dan Brady	Commissioner	Absent
Sreenivas Poondru	Commissioner	Present

Staff Advisors

Attendee Name	Title	Status
Leslie Smith-Yocum	City Clerk	Present
George Boyle	Asst. Corporation Counsel	Present
Chris McAllister	Building Official	Present
Paul Williams	Asst. Police Chief	Present

Public Comment

No public comment was received.

Consent Agenda

Items listed on the Consent Agenda are approved with one motion; Items pulled from the Consent Agenda for discussion are listed and voted on separately.

Commissioner Poondru approved the Consent Agenda as presented.

Item 4.A. Consideration and Action on Approving the Minutes of the July 8, 2025, Regular Liquor Commission Meeting. (Recommended Motion: The proposed Minutes be approved.)

Regular Agenda

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

The following item was presented:

Item 5. A. Public Hearing and Action on an Application by Jayst., Inc., d/b/a Mulligans, located at 531 N. Main St., Requesting Approval of a Change in Ownership for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Poondru opened the Public Hearing at 4:10 p.m.

David Armstrong, Attorney of the Applicants, after being sworn, addressed the Commission. Mr. Armstrong detailed the change in ownership request, which involved three new proposed local owners, Brad Finn, Bill Montes de Oca, and Jeff Sheets taking over an Jay Taylor, current owner, selling. He noted that each proposed owner has business experience in

MINUTES

LIQUOR COMMISSION - REGULAR SESSION

TUESDAY, AUGUST 12, 2025, 4:00 P.M.

Bloomington, with backgrounds in construction, talent management, and bar management. He stated that Mr. Taylor did not plan to reopen if closed, so the transfer would help prevent a vacant storefront in a key redevelopment area. He mentioned that the new owners had completed their required Bassett certification, and only the building safety and health inspection reports remained outstanding, with minor electrical issues to be addressed. He noted that Joe Whitaker, an experienced manager who had worked at Maguires in town, had been hired to run the establishment.

Commissioner Poondru asked if the owners were present at the meeting. Mr. Armstrong stated that two of the three were in attendance.

Asst. Corporation Counsel George Boyle asked if the manager was in attendance. Mr. Armstrong answered no because he was just recently hired but noted that the manager was a McLean County Resident.

Commissioner Poondru asked for details of the manager's experience. Mr. Armstrong stated that Mr. Whitaker worked at Maguires for about 20 years. He also explained that Mr. Sheets, one of the proposed owners, was a former manager at Flinger's Pizza Pub as well.

Commissioner Poondru asked if any business operations would change if approved, including event management or live music. Mr. Armstrong answered no but noted that the new ownership would likely rebrand the establishment.

Mr. Boyle asked if one of the proposed owners could provide details on what potential changes would be.

Bill Montes de Oca, Proposed Owner, after being sworn, addressed the Commission.

Mr. Boyle asked Mr. Montes de Oca to provide details about any potential changes. Mr. Montes de Oca explained that they planned to keep everything the same as it had been.

Mr. Boyle asked Chris McAllister, Building Official, if he was aware of the occupancy for the establishment. Mr. McAllister explained that another inspection would be done to verify.

Commissioner Poondru asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Asst. Police Chief Paul Williams asked that the applicants provide an updated list of contact information, including cell phone numbers, for the new owners of the business to ensure that, in the event of an emergency or serious incident, they could reach the appropriate people. Mr. Armstrong indicated that they would send the information.

Commissioner Poondru closed the Public Hearing at 4:17 p.m.

Commissioner Poondru positively recommended the Item to Council as presented, contingent on all owners successfully passing background checks.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from Nitelife Elements, LLC., d/b/a Wild Oak Social, to be located at 612 N. Main St., Requesting Approval of the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Poondru asked Asst. Corporation Counsel George Boyle to provide an update on the proposed item.



Regular Agenda Item No. 8.A.

For City Council: September 8, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution (1) Approving the Early Termination (Approx. 15 Months Early) of the Existing Agreement with Axon Enterprises, Inc.; and (2) Approving a New Twelve-Year (Beginning October 1, 2025) Agreement with Axon Enterprises, Inc., in the Amount of \$13,559,883.81, as requested by the Police Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

Objective 1d. City services delivered in the most cost-effective, efficient manner

Goal 4. Strong Neighborhoods

Objective 4a. Residents feeling safe in their homes and neighborhoods

Background: Since 2003, the Bloomington Police Department ("BPD") has partnered with Axon Enterprise, Inc. to deploy Taser Conducted Energy Weapons. In 2018 and again in 2022, Council approved agreements expanding that partnership to include body-worn cameras, in-car video systems, and digital evidence storage through Axon's cloud-based platform, Evidence.com. These tools have helped modernize law enforcement operations, increase transparency, and reduce the administrative burden on officers and staff.

Today, BPD stores over 800 terabytes of digital evidence within Axon's secure system. This includes body-worn and in-car video, Taser deployment logs, interview recordings, and digital files related to criminal investigations. Axon's storage is compliant with federal Criminal Justice Information Security ("CJIS") standards and provides highly secure, redundant, and scalable cloud infrastructure.

It would not be feasible for the City's Information Technology ("IT") Department to manage this volume of data locally. The cost of infrastructure, cybersecurity protections, staffing, auditing, and ongoing maintenance would be unsustainable. Axon's solution eliminates those burdens while offering reliable, easy access to evidence, automatic tagging of videos to calls for service, and seamless sharing with prosecutors.

Over time, the City has also contracted with Axon for additional services like drones, extra squad cameras, and community engagement software. These separate contracts were more expensive than purchasing those services as part of a unified agreement. The proposed long-

term contract allows the City to consolidate these services, eliminate overlapping subscriptions, and secure future tools at a predictable cost.

KEY COMPONENTS OF THE PROPOSED AGREEMENT

1. **CONSOLIDATES AND CONTROLS COSTS ACROSS ALL AXON SERVICES** - The agreement combines all existing and future Axon tools under one master contract, eliminating the need for separate purchases and avoiding annual price increases (typically 7–10%). It locks in today's pricing for 12.3 years and secures up to 20 additional body-worn or squad cameras if needed. It also spreads large implementation costs - like software deployment - over the life of the contract to reduce short-term financial impact.
2. **DEPLOYS A MODERN RECORDS MANAGEMENT SYSTEM ("RMS")** -The current RMS system (EJS) is outdated, browser-incompatible, and no longer meets BPD's operational needs. While the County selected the Caliber RMS in 2022, that project has experienced significant delays and remains incomplete. Axon now offers a fully developed RMS that integrates seamlessly with other Axon tools. This system will:
 - Eliminate redundant data entry by allowing officers to work within one ecosystem,
 - Include fields tailored to local needs, such as tracking mental health and homelessness trends,
 - Offer real-time data sharing through planned interoperability with the County's systems using Boomi integration.
 - Launch with a full-time Axon employee on-site to support implementation for one year.
3. **IMPLEMENTS AXON STANDARDS TO TRACK ACCOUNTABILITY AND PERFORMANCE** - Axon Standards is a separate software suite included in this agreement that centralizes critical internal functions. It will manage use-of-force records, internal complaints, citizen concerns, early intervention alerts, internal audits, and misconduct investigations. It includes advanced analytics and trend reporting, which support officer development and enhance public transparency. Implementation costs for Standards will be paid over time under this agreement.
4. **REPLACES UNSUPPORTED INTERVIEW ROOM TECHNOLOGY** - The City's interview room equipment is currently running on unsupported Windows 10 hardware. This contract includes full replacement of those systems and long-term maintenance, ensuring the City remains compliant with legal recording and storage requirements.
5. **MODERNIZES TASERS AND DEPLOYS NEW TRAINING TECHNOLOGIES** - The agreement includes two full Taser replacements during the 12-year term. It also provides virtual reality training equipment—including headsets and interactive weapons—which allows officers to complete realistic, scenario-based training in a compact, low-cost environment.
6. **DEPLOYS ADVANCED AI TOOLS THAT HAVE ALREADY PROVEN EFFECTIVE** - In 2025, BPD began testing several Axon AI tools, which have already improved efficiency and casework. These include:
 - Transcription software that converts video into searchable text, allowing fast review of key footage across hundreds of hours,
 - DraftOne, which generates first drafts of reports using transcription data, saving

- 15–30 minutes per report,
 - Live Translation, which provides real-time audio translation through body-worn cameras, replacing costly phone-based interpreters,
 - Policy Chat, a secure AI assistant that helps officers quickly find answers to department policies or laws,
 - BriefOne, which summarizes large case files for officers and prosecutors,
 - SmartCapture and FormOne, which analyze images and auto-fill common report fields to reduce repetitive data entry.
7. **ADDS FUSUS PLATFORM AND LIVE STREAMING CAPABILITIES** - This agreement includes full deployment of Axon FUSUS, a live incident management platform that combines maps, video, license plate readers ("LPRs"), and real-time alerts into a single interface for dispatchers, supervisors, and analysts. It also allows for live streaming of body-worn and dash cameras, which BPD has already begun using in critical incidents. Supervisors can monitor incidents in real-time, improving decision-making, officer safety, and coordination during fast-moving events such as shootings, pursuits, and mental health calls. FUSUS brings together camera feeds, AVL/GPS data, and alerts into one interface, giving staff full situational awareness. This level of integration has previously only been available through third-party platforms.
 8. **REDUCES RELIANCE ON OTHER VENDORS AND SYSTEMS** - Over time, this contract will allow the City to cancel separate vendor agreements and transition fully into the Axon ecosystem. This includes systems such as Flock OS, third-party LPR tools, and transcription services. As Axon tools expand their functionality, the City will be able to phase out duplicative systems and achieve further cost savings while reducing vendor complexity.
 9. **DRONES AS FIRST RESPONDERS** - This agreement enables Bloomington PD to launch a Drone as First Responder program. New U.S.-manufactured Skydio drones will replace DJI drones, which are expected to be banned from public sector use. These drones will be deployed ahead of officers to high-risk incidents and used to handle low-priority calls where officers are often not needed. The program includes equipment refreshes every three years and the Dedrone detection system to identify unauthorized drone flights near sensitive locations.

Community Groups/Interested Persons Contacted: The City's IT Department supports the continuation of the relationship with Axon for products and services, including digital evidence, reiterating staffing and storage concerns to cost-effectively manage digital evidence internally. The States Attorney's Office has been supportive of our relationship with Axon and recently acquired its own Axon Justice software, expanding their relationship with Axon. Moreover, the use of Axon's products by BPD has been instrumental in the prosecution of numerous cases since adoption in 2022.

Financial Impact: If approved, the City will approve the Early Termination of the Existing Agreement with Axon Enterprises, Inc., and approve a new 12-year (Beginning October 1, 2025) agreement with Axon Enterprises, Inc., in the amount of \$13,559,883.81. The payment for Year 1 (FY 2026) of the new agreement, totaling \$745,293, will be paid out of the Police Other Professional & Technical Services account (10015110-70220), which matches funds

currently budgeted and allotted to Axon in FY 2026. If approved, the Police Department will include in its future budgets the following payment schedule:

FY 27 - \$806,295.26
FY 28 - \$846,303.28
FY 29 - \$897,305.62
FY 30 - \$931,828.30
FY 31 - \$975,579.03
FY 32 - \$1,026,439.53
FY 33 - \$1,077,761.51
FY 34 - \$1,131,649.58
FY 35 - \$1,188,232.06
FY 36 - \$1,247,643.66
FY 37 - \$1,310,025.84
FY 38 - \$1,375,527.14

Stakeholders can locate the Police Budget in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 229.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Axon AI Era Bundle Pricing Informational
4. Officer Safety Plan 10 Comparison Card Informational
5. Officer Safety Plan 10 Premium Program Card Informational
6. Axon Contract - Sourcewell #101223
7. Limited Source Justification - Axon

RESOLUTION NO. 2025 - ____

A RESOLUTION (1) APPROVING THE EARLY TERMINATION (APPROX. 15 MONTHS EARLY) OF THE EXISTING AGREEMENT WITH AXON ENTERPRISES, INC.; AND (2) APPROVING A NEW TWELVE-YEAR (BEGINNING OCTOBER 1, 2025) AGREEMENT WITH AXON ENTERPRISES, INC., IN THE AMOUNT OF \$13,559,883.81

WHEREAS, subject to the provisions of the City Code, City staff recommend the early termination of the existing agreement with Axon Enterprises, Inc. and the approval of a new 12-year agreement with Axon Enterprises, Inc., for the continued use of Axon products and services (Exhibit A), in the amount of \$13,559,883.81; and

WHEREAS, the proposed agreement includes the early termination of the existing agreement and the execution of a new 12-year agreement; and

WHEREAS, the proposed agreement consolidates numerous existing contracts and controls costs across all Axon services, including My90 Community Survey Tool, additional Fleet Cameras, and Drones; and

WHEREAS, the proposed agreement involves the deployment of a modern Records Management System (“RMS”) and Axon Standards to improve officer efficiency, accountability, and performance tracking; and

WHEREAS, the proposed agreement would include regular upgrades and maintenance over the life of the contract on Axon equipment, including Body-Worn Cameras, Dash Cameras, Interview Room Systems, Drones, Virtual Reality Training headsets, and Tasers; and

WHEREAS, the proposed agreement would deploy advanced artificial intelligence (“AI”) tools that have already demonstrated effectiveness, to include draft police reports, live translation, and all other AI software released over the term of the contract; and

WHEREAS, the proposed agreement would add the FUSUS platform, allowing for livestreaming capabilities across Axon body-worn and dash cameras; and

WHEREAS, the proposed agreement would purchase additional Officer Safety Plans for five additional officers, for a total of 133; and

WHEREAS, entering into the new agreement with Axon Enterprises, Inc. will support public safety operations, improve technology integration, and increase efficiency; and

WHEREAS, the City Council finds it in the best interest of the City to terminate the current Agreement with Axon and approve the new Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The City Manager, or designated representatives, is authorized to terminate the existing contract early with Axon Enterprises and execute the new 12-year agreement with Axon Enterprises, in the amount of \$13,559,883.81, and any other necessary documents.

PASSED this 8th day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



Master Services and Purchasing Agreement

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 (as defined below) ("**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. 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, but only to the extent that it does not result in any form of damage to Customer.
- 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 for seven (7.3) years from the Effective Date in accordance with the terms of the Quote and shall automatically renew for an additional five (5) year period effective 01/01/2033 ("60 months") in accordance with the terms outlined below. ("**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-year term ("**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 45 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 goods shall be delivered **FOB Destination**, and Axon shall be responsible for all costs and risks of transportation and delivery to the Customer's designated location, except to the extent outlined herein or under the Quote. Title and risk of loss shall pass to the Customer upon delivery and acceptance of the goods at the destination. If written notice of rejection is not received within ten (10) days after delivery of the goods, the goods shall be deemed to have been accepted. Axon shall ensure that all shipments are properly packaged and labeled in accordance with applicable shipping regulations.

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, except for TASER devices covered under the Taser Appendix, 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



Master Services and Purchasing Agreement

and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines, including those provided by Axon. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

Axon represents and warrants that (a) the software and services will materially conform to the applicable documentation and specifications provided by Axon for the duration of the applicable subscription or license term; and (b) Axon will provide support and maintenance services in accordance with industry standards and/or its respective policies and Service Level Agreement.

The foregoing disclaimer does not limit Axon's obligations to correct defects, provide updates, or deliver services in accordance with the terms and conditions outlined herein.

Third-Party Products are subject solely to the warranties of their respective manufacturers or providers. However, to the extent Axon selects, bundles, resells, or integrates such Third-Party Products as part of a larger solution, Axon shall provide reasonable assistance to Customer with respect to warranty claims against such third parties.

Nothing in this Section shall be construed to waive warranties or remedies that may not be disclaimed or limited under applicable law.

- 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. Warranties and Remedies.

- 7.5.1.1. 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.



Master Services and Purchasing Agreement

7.5.2. Limitation of Liability.

7.5.2.1. **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, or (ii) \$2,000,000, whichever is greater. 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.**

7.5.2.2. **Notwithstanding the foregoing, the foregoing limitation shall not apply to:**

7.5.2.2.1. **any gross negligence, willful misconduct, or fraud by Axon;**

7.5.2.2.2. **infringement of third-party intellectual property rights by Axon products or services, subject to Section 16 below;**

7.5.2.2.3. **Any breach of Axon's obligations under Axon's Privacy Policy, which will be capped at the greater of the limitation of liability under 7.5.2.1 or \$5,000,000.00.**

7.5.2.3. **Any limitation of liability shall not impair Customer's right to seek injunctive or equitable relief where appropriate by way of a judgement by a court of competent jurisdiction.**

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 attached hereto as Exhibit A.

7.7. **Third-Party Hardware, Software and Services.** Use of hardware, 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, if any.

7.7.1. In the event that any Third Party Product purchased by the Customer becomes no longer available during the Subscription or Renewal Term, Axon will use commercially reasonable efforts to find a suitable replacement with like for like functionality. In the event Axon is unable to find a suitable replacement, the Customer may terminate the affected portion of the purchase relating to any undelivered third party products, including associated TAP refreshes. In such case, Axon will refund any amounts paid in advance for those undelivered products and related TAP refreshes.

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 shall allow Axon to publicly announce its participation in Axon Aid and use its name in marketing materials subject to Customer's prior review and approval, which will not unreasonably be withheld. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. Free Trial.

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the



Master Services and Purchasing Agreement

unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix.

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, 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 outside of the SOW, Quote, or this Agreement 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. Any applicable SOW is incorporated into this Agreement by reference.
10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings. Any updates to Device Warnings will be distributed to the Customer on the Evidence.com dashboard.
11. **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, so long as such design changes do not materially reduce or impair the functionality of the Axon Device or Service. In the event any Axon Device or Service such that its original capabilities or performance (as provided at the commencement of the initial Subscription Term) cannot be fully maintained, restored, or accessed without new, modified, or additional hardware, software, licenses, or ancillary services, Axon shall be obligated to provide all such necessary hardware, software, licenses, and services to the extent required to maintain the original capabilities to Customer at no additional cost.

Updates. Axon shall provide to the Customer, at no additional charge, all patches, bug fixes, updates, or releases (collectively referred to as "Updates") for any Software Deliverable developed or published by Axon and made generally available to its other customers at no additional charge. All such Updates shall become a part of the Software and Documentation and, as such, will be governed by the provisions of this Agreement.
12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be 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 delay of availability or Customer's choice not to utilize any portion of a combined offering. In the event a hardware offering is not delivered within the dates outlined under the Quote or another date mutually agreed upon by the Parties, Customer may elect to cancel the order for the delayed hardware in accordance with Section 18.1 below and Axon will provide Customer with a refund or credit in accordance with Section 18.1 for the purchase price. If Customer chooses to cancel the delayed hardware, then Axon will allow Customer to also cancel any Software or Warranty fees associated with the cancelled hardware. Any prepayment received by Axon for such cancelled Software or Warranty fees shall be refunded or credited to Customer based on a pro-rated amount.
13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
15. **Indemnification.** Axon will indemnify and defend the Customer Indemnitees (the Customer's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against a Customer Indemnitee resulting from any grossly negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of grossly negligent acts, omissions or willful misconduct of the Customer or claims that fall under Workers Compensation coverage.
16. **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.
17. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer authorized user's breach of this Agreement or violation of applicable law; (c) any 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



Master Services and Purchasing Agreement

disposal of Axon Devices.

18. **Termination.**

- 18.1. **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.
- 18.2. **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. For purposes of providing clarity, any re-write of an existing Quote is not considered termination.
- 18.3. **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. Except when terminating for Axon's breach or non-appropriation, 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 procured, 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 (i.e. the "List Price" as stated under the Quote). For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components. For purposes of providing clarity, in the event of termination other than for non-appropriation or Axon's breach, Customer will remain responsible for the MSRP cost of only those devices that have been delivered, as well as any Services received or Subscriptions utilized.

19. **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 make every effort to utilize any and all exemptions provided by the law to protect Axon's Confidential Information and provide notice to Axon before disclosure.

20. **General.**

- 20.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 20.2. **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.
- 20.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 20.4. **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.
- 20.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.
- 20.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent, which will not unreasonably be withheld. This Agreement is binding upon the Parties respective successors and



Master Services and Purchasing Agreement

assigns.

- 20.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 20.8. **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.
- 20.9. **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 or as explicitly indicated in any section.
- 20.10. **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.
- 20.11. **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.
- 19.12 **Entire Agreement.** This Agreement, the Appendices, Quote(s) 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 unless otherwise agreed in writing, and will, in the event of conflicting terms, supersede any Appendix attached. 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.

Signed by: Robert E. Driscoll, Jr.
 Signature: _____
 Name: Robert E. Driscoll, Jr.
 Title: Deputy General Counsel
 Date: 8/25/2025 | 1:43 PM MST

CUSTOMER:

Bloomington Police Department (IL)

Signature: _____
 Name: _____
 Title: _____
 Date: _____



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. "Data Controller" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. "Data Processor" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. "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.
- 1.4. "Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. "End User" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. "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.
- 1.7. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. "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.
- 1.9. "Subprocessor" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. "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 access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") and Customer may not upload non-TASER Data to Axon Evidence
3. **Customer Owns Customer Content.** Customer controls and owns all rights, 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



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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.

- 5.1. Customer will also maintain the security of End User 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.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** 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 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 the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the 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.
9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
10. **Location of Storage.** Axon may transfer Customer Content to third-party subprocessors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
11. **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.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
13. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "**Usage and Operations Data**") is



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considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

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

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

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

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

15. **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 plan. 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.

15.1., The Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. 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 plan, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription Term**")

15.2. 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.

15.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

15.4. End Users of Axon Records 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.

16. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 16.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- 16.2. 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;
- 16.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 16.4. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;
- 16.5. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- 16.6. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;



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- 16.7.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
- 16.8.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.
- 16.9.**Draft One.** Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.
17. **After Termination.** Axon will not delete Customer Content for one hundred twenty (120) days following termination. Axon Cloud Services will not be functional during these one hundred twenty (120) 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 one hundred twenty (120) 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.
18. **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.
19. **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.
20. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. 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

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



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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.



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Professional Services Appendix

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

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

System set up and configuration

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

Dock configuration

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

Best practice implementation planning session

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

System Admin and troubleshooting training sessions

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

Axon instructor training (Train the Trainer)

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

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies

Users go-live training and support sessions

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

[Implementation document packet](#)

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

Post go-live review

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

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need



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• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

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

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

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

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

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

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

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

System set up and configuration (Remote Support)

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

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

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

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

System set up and configuration (Remote Support)

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

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

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

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

10. Signal Sidearm Installation Service.

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

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.



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Disclosures - Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: - Public Defender Case Sharing - Disclosure Portal - Download Links
Training - Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. - Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. 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.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **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.
15. **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
16. **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



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delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

17. **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 combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific 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 Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes 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 Refresh 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 Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the BWC and Dock Refreshes 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 Refreshes 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 Refreshes or Dock Refresh, 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 Refresh, 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. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.6. **Miscellaneous.** The following sections the Warranty Section in the MSPA shall apply to the TASER Devices: Disclaimer, Claims, Spare Axon Devices and Limitations.
 - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
5. **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 provide Customer with a pre-paid shipping label for the return of the Trade-In Units. 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.

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



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6. **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.
 7. **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 during the TASER Device Subscription Term. Customer may not exceed the number of End Users the Quote specifies.
 8. **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 agency transfer under the Gun Control Act of 1968.
 9. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
 10. **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.
 11. **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:
 - 11.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 11.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 11.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.



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 for Auto-Tagging or applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in 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 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**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 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. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

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



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to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer 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.



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Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, 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 3 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 combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



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Add-on Services Appendix

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

1. **Subscription Term.** If 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.



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.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are 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 virus, worm, defect, Trojan horse, malware, or any item 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:



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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.



Advanced User Management Appendix

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

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



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FUSUS Appendix

1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon Evidence may not be accessible or transferable to the FUSUS cloud services.
2. **Product Limits.** The following limitations apply to the below products:

Agency Size Range	Pro		Pro+	
	Number of CCTV Streams Included	Total HW Allowance (\$)	Number of CCTV Streams Included	Total HW Allowance (\$)
1 to 40	0	\$0	0	\$0
41 to 299	150	\$5,000	225	\$7,500
300 to 449	500	\$15,000	750	\$22,500
450 to 749	1,500	\$45,000	2,250	\$67,500
750 to 1,499	2,500	\$75,000	3,750	\$110,000
1,500+	5,000	\$147,500	7,500	\$220,000

Cloud Storage is based on the storage option purchased by the Agency, as reflected under the Quote.

Overages may result in additional fees or the need to upgrade products

3. **Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
4. **Flock Integration.** As of the Effective Date, due to current limitations in Flock's publicly available APIs, the Fusus system is unable to natively ingest or display live or recorded video streams originating from Flock devices directly within the Fusus interface.

The parties acknowledge that for video streams originating from Axon Body-Worn Cameras (BWC) or Fleet devices, users must log into Axon Respond via Evidence.com or via Fusus, in order to view video streams from Axon devices, and may not be able to view them under FlockOS.

Should Flock, during the Term of this Agreement, make available a public-facing API that enables direct access to Flock video feeds and such access aligns with Axon's existing business practice and security obligations, Axon may integrate such functionality into the Fusus platform. However, Axon shall not be liable for any degradation in service quality, disruptions, or limitations resulting from Flock's control over such APIs or video content.

Axon's obligations under this clause are contingent upon Flock providing the necessary access, documentation, and technical compatibility to enable such integration. In no event shall Axon be held responsible for failure to ingest or display Flock video streams if such failure results from Flock's refusal or inability to provide the required API access or if such access is later modified or revoked by Flock.

5. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or



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Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.



Axon Technical Account Manager Appendix

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

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

Ongoing System Set-up and Configuration

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

Account Maintenance

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

Data Analysis

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

Direct Support

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

Customer Advocacy

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

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



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Account Maintenance

Conducting remote training on new features and **devices for Customer's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing **Customer's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**

Recording and tracking Customer feature requests and major bugs

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



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Axon Investigate Appendix

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

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to 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



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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.



My90 Terms of Use Appendix

Definitions.

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



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

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



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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

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



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Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer End Users , may not, or may not attempt to:
 - 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



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Schedule 1- Details of the Processing

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



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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.



Appendix for AI Technology

This AI Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilize AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. Definitions

- 1.1 AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.
- 1.2 Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.
- 1.3 Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. Scope and Usage

- 2.1 Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

Data Use. Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

Automatic Data Collection. AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

User Engagement and Activity Metrics. AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

Sales and Adoption Tracking. Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

End User inputs. Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. Axon Responsibilities

- 3.1 Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.
- 3.2 Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.
- 3.3 Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.
- 3.4 Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.



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3.5 **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

4. **Customer Responsibilities**

4.1 **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

4.2 **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

4.3 **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

5.1 **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

5.2 **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

5.3 **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One within a Quote, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.



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Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively “Dedrone Products”), this appendix and the following additional terms shall apply.

1. Definitions

- 1.1 **“Dedrone Data”** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace (“DedroneDNA”, formerly “DroneDNA”), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 **“Dedrone Hardware”** means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 **“Sensor”** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 **“Dedrone Software”** means (i) Axon’s proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon’s video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer’s Third-Party Hardware.
- 1.5 **“Third-Party Hardware”** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. Customer License

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the “License”). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a “Prohibited Use”).

3. Customer Obligations

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the “Specifications”) and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer’s responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer’s option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such



Master Services and Purchasing Agreement

laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

- 3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection**

- 4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").
- 4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.
- 4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.
- 4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.
- 4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

- 5.1 **Axon Property.** Axon owns and retains all right, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

- 5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software



Master Services and Purchasing Agreement

and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.



Axon Online Support Platforms Terms of Use Appendix

Axon Online Support Platforms Terms of Use Appendix

1 **Definitions.**

“Axon Online Support Platforms” means Axon Academy and MyAxon.

“Axon Academy” means Axon’s Customer learning management system on absorblms.com, and other related offerings, including, without limitation, interactions between Axon Academy and Axon Products.

“MyAxon” means Axon’s Customer support portal hosted on salesforce.com and other related offerings, including, without limitation, interactions between MyAxon and Axon Products.

“Axon Online Customer Content” means

- a) “Academy Customer Content” is data uploaded into, ingested by, or created in Axon Academy within Customer’s tenant, including training materials, media or multimedia uploaded into Axon Academy by Customer. Academy Customer Content excludes Academy Non-Content Data.
- b) “MyAxon Customer Content” means data uploaded into, ingested by, or created in MyAxon within Customer’s tenant, including, without limitation, media or multimedia uploaded into MyAxon by Customer. MyAxon Customer Content excludes MyAxon Non-Content Data.

“Axon Online Non-Content Data” means

- a) “Academy Non-Content Data” is data, configuration, and usage information about Customer’s Axon Academy tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Academy. Academy Non-Content Data includes data about users captured during account management and customer support activities. Academy Non-Content Data does not include Academy Customer Content.
- b) “MyAxon Non-Content Data” is data, configuration, and usage information about Customer’s MyAxon tenant, Axon Devices and client software, and users that is transmitted or generated when using MyAxon. MyAxon Non-Content Data includes data about users captured during account management and customer support activities. MyAxon Non-Content Data does not include MyAxon Customer Content.

“Axon Support Materials” means material(s) or content(s) made available by Axon to Customer within MyAxon or Axon Academy.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Customer a subscription to Axon Online Support Platforms, Customer may access and use Axon Online Support Platforms to store and manage Axon Online Customer Content.

3 **Customer Owns Axon Online Customer Content.** Customer controls and owns all right, title,



Axon Online Support Platforms Terms of Use Appendix

and interest in Axon Online Customer Content. Except as outlined herein, Axon obtains no interest in Axon Online Customer Content, and Axon Online Customer Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting Axon Online Customer Content. Axon will only have access to Axon Online Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Axon Online Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of Axon Online Support Platforms and other Axon Products.

- 4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Axon Online Customer Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Online Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection.
- 5 **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Axon Online Customer Content; (b) ensuring no Axon Online Customer Content or Customer end user's use of Axon Online Customer Content or Axon Online Support Platforms violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Online Support Platforms. 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 Online Support Platforms.

Customer will also maintain the security of end usernames and passwords and security and access by end users to Axon Online Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Online Support Platforms meets applicable Customer policies, regulations, and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Axon Online Customer Content, or if account information is lost or stolen.

- 6 **Privacy.** Customer's use of Axon Online Support Platforms is subject to the Axon Online Support Platforms Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-online-support-platforms-privacy-policy>. Customer agrees to allow Axon access to Axon Online Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including Axon Online Support Platforms and related services; and (c) enforce this Agreement or policies governing the use of Axon Products. Data controlled by Absorb Software Inc. is subject to the Absorb LMS Privacy Policy. Data controlled by Salesforce.com, Inc. is subject to the Salesforce.com Privacy Policy.
- 7 **Location of Storage.** Axon may transfer Axon Online Customer Content and Axon Online Non-Content Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Axon Online Customer Content and Axon Online Non-Content Data. For all customers, Axon will Process including store Axon Online Customer Content and Axon Online Non-Content Data within the United States. Ownership of Axon Online Customer Content remains with Customer. Customer acknowledges that Processing, including storage, of Axon Online Customer Content and Axon Online Non-Content Data will be in the United States.
- 8 **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Online Support Platforms immediately upon notice, if Customer or end user's use of or registration for Axon Online Support Platforms may (a) pose a security risk to Axon Products including Axon Online Support Platforms, or any third-party; (b) adversely impact Axon Online Support Platforms, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.



Axon Online Support Platforms Terms of Use Appendix

Customer remains responsible for all fees incurred through suspension. Axon will not delete Axon Online Customer Content because of suspension, except as specified in this Agreement.

- 9** **Axon Online Support Platforms Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors which occur on Axon Online Support Platforms.
- 10** **Axon Online Support Platforms Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 10.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Online Support Platforms;
 - 10.2** reverse engineer, disassemble, or decompile Axon Online Support Platforms or apply any process to derive any source code included in Axon Online Support Platforms, or allow others to do the same;
 - 10.3** access or use Axon Online Support Platforms with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 10.4** use trade secret information contained in Axon Online Support Platforms, except as expressly permitted in this Agreement;
 - 10.5** access Axon Online Support Platforms to build a competitive product or service or copy any features, functions, or graphics of Axon Online Support Platforms;
 - 10.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Online Support Platforms; or
 - 10.7** use Axon Online Support Platforms to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Axon Enterprise, Inc.
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Domestic:(800) 978-2737
International: +1.800.978.2737

Q-663634-45894JS

Issued: 08/25/2025

Quote Expiration: 09/30/2025

Estimated Contract Start Date: 12/01/2025

Account Number: 110842

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Bloomington Police Dept. - IL 305 S East St Bloomington, IL 61701-7609 USA	Bloomington Police Dept. - IL 305 S East St Bloomington IL 61701-7609 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jake Sheedy Phone: Email: jsheedy@axon.com Fax:	Aaron Veerman Phone: Email: aveerman@bloomingtonil.gov Fax:

Quote Summary

Program Length	148 Months
TOTAL COST	\$13,559,883.81
ESTIMATED TOTAL W/ TAX	\$13,559,883.81

Discount Summary

Average Savings Per Year	\$903,210.02
TOTAL SAVINGS	\$11,139,590.21

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	\$745,293.00	\$0.00	\$745,293.00
May 2026	\$806,295.26	\$0.00	\$806,295.26
May 2027	\$846,303.28	\$0.00	\$846,303.28
May 2028	\$897,305.62	\$0.00	\$897,305.62
May 2029	\$931,828.30	\$0.00	\$931,828.30
May 2030	\$975,579.03	\$0.00	\$975,579.03
May 2031	\$1,026,439.53	\$0.00	\$1,026,439.53
May 2032	\$1,077,761.51	\$0.00	\$1,077,761.51
May 2033	\$1,131,649.58	\$0.00	\$1,131,649.58
May 2034	\$1,188,232.06	\$0.00	\$1,188,232.06
May 2035	\$1,247,643.66	\$0.00	\$1,247,643.66
May 2036	\$1,310,025.84	\$0.00	\$1,310,025.84
May 2037	\$1,375,527.14	\$0.00	\$1,375,527.14
Total	\$13,559,883.81	\$0.00	\$13,559,883.81

Quote Unbundled Price:	\$24,158,753.07
Quote List Price:	\$14,943,063.19
Quote Subtotal:	\$13,559,883.81

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$18,067.68)	(\$18,067.68)	\$0.00	(\$18,067.68)
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	4	32		\$108.00	\$108.00	\$13,824.00	\$0.00	\$13,824.00
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$98,091.07	\$98,091.07	\$0.00	\$98,091.07
B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	133	28	\$816.82	\$306.96	\$306.96	\$1,143,119.04	\$0.00	\$1,143,119.04
Fleet3A	Fleet 3 Advanced	4	28	\$478.16	\$248.69	\$248.69	\$27,853.28	\$0.00	\$27,853.28
M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	133	120	\$713.55	\$420.21	\$335.74	\$5,358,410.40	\$0.00	\$5,358,410.40
Fleet3ARe	Fleet 3 Advanced Renewal	50	60	\$230.51	\$189.57	\$205.04	\$615,120.00	\$0.00	\$615,120.00
Fleet3ARe	Fleet 3 Advanced Renewal	50	60	\$232.57	\$189.57	\$249.46	\$748,380.00	\$0.00	\$748,380.00
S00007	AXON AI - AI ERA LEADERS	133	28	\$256.69	\$155.04	\$155.04	\$577,368.96	\$0.00	\$577,368.96
S00007	AXON AI - AI ERA LEADERS	133	120	\$302.90	\$178.89	\$178.89	\$2,855,084.40	\$0.00	\$2,855,084.40
A la Carte Hardware									
22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	260			\$45.00	\$0.00	\$0.00	\$0.00	\$0.00
22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	260			\$45.00	\$0.00	\$0.00	\$0.00	\$0.00
22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	260			\$45.00	\$0.00	\$0.00	\$0.00	\$0.00
22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	260			\$45.00	\$0.00	\$0.00	\$0.00	\$0.00
101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3			\$28,382.00	\$0.00	\$0.00	\$0.00	\$0.00
50322	AXON INTERVIEW - TOUCH PANEL PRO	8			\$2,532.00	\$0.00	\$0.00	\$0.00	\$0.00
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	46			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6			\$4,000.00	\$4,000.00	\$24,000.00	\$0.00	\$24,000.00
101250	AXON AIR - SKYDIO PARACHUTE FOR X10	6			\$4,000.00	\$4,000.00	\$24,000.00	\$0.00	\$24,000.00
101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6			\$4,000.00	\$4,000.00	\$24,000.00	\$0.00	\$24,000.00
101738	AXON AIR - SKYDIO X10 PATROL HW KIT	3			\$20,231.00	\$20,231.00	\$60,693.00	\$0.00	\$60,693.00
101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3			\$28,268.00	\$28,268.00	\$84,804.00	\$0.00	\$84,804.00
101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3			\$28,382.00	\$28,382.00	\$85,146.00	\$0.00	\$85,146.00
H00001	AB4 Camera Bundle	133			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	16			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$1,638.90	\$1,638.90	\$0.00	\$1,638.90
A la Carte Software									
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	148		\$67.83	\$0.00	\$0.00	\$0.00	\$0.00
100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	148		\$116.67	\$0.00	\$0.00	\$0.00	\$0.00
101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	300	109		\$16.61	\$0.00	\$0.00	\$0.00	\$0.00
73681	AXON RECORDS	13	121		\$47.35	\$0.00	\$0.00	\$0.00	\$0.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	28		\$31.22	\$31.22	\$1,748.32	\$0.00	\$1,748.32

50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	28	\$26.70	\$26.70	\$5,980.80	\$0.00	\$5,980.80
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	120	\$36.83	\$36.83	\$8,839.20	\$0.00	\$8,839.20
20248	AXON TASER - EVIDENCE.COM LICENSE	130	28	\$5.51	\$5.51	\$20,056.40	\$0.00	\$20,056.40
80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	46	28	\$16.02	\$16.02	\$20,633.76	\$0.00	\$20,633.76
80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	46	28	\$21.36	\$21.36	\$27,511.68	\$0.00	\$27,511.68
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	46	28	\$60.58	\$22.90	\$29,499.80	\$0.00	\$29,499.80
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	120	\$31.50	\$31.50	\$30,240.00	\$0.00	\$30,240.00
73681	AXON RECORDS	30	121	\$47.35	\$9.80	\$35,559.00	\$0.00	\$35,559.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	28	\$105.76	\$105.76	\$41,457.92	\$0.00	\$41,457.92
80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	92	28	\$18.18	\$18.18	\$46,831.68	\$0.00	\$46,831.68
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	120	\$124.80	\$124.80	\$209,664.00	\$0.00	\$209,664.00
101199	AXON AIR - SKYDIO DFR COMMAND	3	120	\$933.75	\$933.75	\$336,150.00	\$0.00	\$336,150.00
ProLicense	Pro License Bundle	11	28	\$46.21	\$46.82	\$14,420.56	\$0.00	\$14,420.56
ProLicense	Pro License Bundle	11	120	\$54.52	\$54.03	\$71,319.60	\$0.00	\$71,319.60
A la Carte Services								
99901	AXON ACCELERATE CONFERENCE REGISTRATION	60		\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130	27	\$3.08	\$0.00	\$0.00	\$0.00	\$0.00
101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	1		\$9,000.00	\$9,000.00	\$9,000.00	\$0.00	\$9,000.00
101498	AXON AIR - SKYDIO - IN-PERSON TRAINING - DOCK FOR X10	1		\$11,000.00	\$11,000.00	\$11,000.00	\$0.00	\$11,000.00
101267	AXON VR - PSO - FULL INSTALLATION	1		\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1		\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1		\$30,000.00	\$21,000.00	\$21,000.00	\$0.00	\$21,000.00
101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2		\$35,250.00	\$35,250.00	\$70,500.00	\$0.00	\$70,500.00
85157	AXON RECORDS - DATA CONVERSION	1		\$300.00	\$75,000.00	\$75,000.00	\$0.00	\$75,000.00
100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	12	\$17,333.70	\$7,500.00	\$90,000.00	\$0.00	\$90,000.00
85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1		\$300.00	\$568,500.00	\$568,500.00	\$0.00	\$568,500.00
A la Carte Warranties								
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	137	\$11.71	\$0.00	\$0.00	\$0.00	\$0.00
80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	2	28	\$5.90	\$5.90	\$330.40	\$0.00	\$330.40
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	28	\$0.51	\$0.51	\$2,184.84	\$0.00	\$2,184.84
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8		\$464.00	\$464.02	\$3,712.16	\$0.00	\$3,712.16
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	132	28	\$7.96	\$2.55	\$9,419.52	\$0.00	\$9,419.52
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	46	28	\$9.60	\$9.60	\$12,364.80	\$0.00	\$12,364.80
101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	6		\$5,249.00	\$5,249.00	\$31,494.00	\$0.00	\$31,494.00
Total						\$13,559,883.81	\$0.00	\$13,559,883.81

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	133	1	11/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	1	11/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	147	1	11/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	147	1	11/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	147	1	11/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	11/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	16	1	11/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	16	1	11/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	16	1	11/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR	100126	AXON VR - TACTICAL BAG	6	1	11/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	133	1	11/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR	100748	AXON VR - CONTROLLER - TASER 10	6	1	11/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	6	1	11/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR	101294	AXON VR - TABLET	6	1	11/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR	101298	AXON VR - HOLSTER - T7 BLACKHAWK GRAY - LH	3	1	11/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR	101299	AXON VR - HOLSTER - T7 BLACKHAWK GRAY - RH	3	1	11/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR	101300	AXON VR - TABLET CASE	6	1	11/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR	101657	AXON AIR - DEDRONE RAPID RESPONSE HW KIT	1	1	11/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR	101739	AXON AIR - DEDRONE BEYOND RADAR - LONG RANGE HW KIT	1	1	11/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR	101747	AXON AIR - SKYDIO DOCK-BASED DFR FOR OSP HW KIT	1	1	11/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	266	1	11/01/2025
Fleet 3 Advanced	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	4	1	11/01/2025
Fleet 3 Advanced	101926	AXON FLEET - TAOGAS ANT - 5-IN-1 2CELL 2WIFI 1GNSS INT	4	1	11/01/2025
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	4	1	11/01/2025
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	1	11/01/2025
A la Carte	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	6	1	11/01/2025
A la Carte	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	3	1	11/01/2025
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	11/01/2025
A la Carte	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	260	1	01/01/2026
A la Carte	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	260	1	01/01/2026
A la Carte	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	260	1	01/01/2027
A la Carte	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	260	1	01/01/2027
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	4	1	01/01/2028
A la Carte	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	1	01/01/2028
A la Carte	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	1	01/01/2028
A la Carte	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	1	01/01/2028
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	1	01/01/2028

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100126	AXON VR - TACTICAL BAG	6	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	4	2	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	133	2	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	5	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	2660	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	1330	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100591	AXON TASER - CLEANING KIT	2	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	133	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	2	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	133	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100748	AXON VR - CONTROLLER - TASER 10	6	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	6	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	6	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101294	AXON VR - TABLET	6	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101300	AXON VR - TABLET CASE	6	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	2	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	2	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101657	AXON AIR - DEDRONE RAPID RESPONSE HW KIT	1	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101739	AXON AIR - DEDRONE BEYOND RADAR - LONG RANGE HW KIT	1	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101751	AXON VR - HEADSET - HTC FOCUS VISION	6	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	27	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	133	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	266	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	03/01/2028
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	46	1	03/01/2028
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	03/01/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	137	1	05/02/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	17	1	05/02/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	400	1	03/02/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	1070	1	03/02/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	400	1	03/02/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	1060	1	03/02/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	6	1	08/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	6	1	08/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	6	1	08/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	6	1	08/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	137	1	08/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	17	1	08/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101747	AXON AIR - SKYDIO DOCK-BASED DFR FOR OSP HW KIT	1	1	01/01/2031
A la Carte	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	1	01/01/2031
A la Carte	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	1	01/01/2031

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	400	1	03/02/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	1070	1	03/02/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	400	1	03/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	1060	1	03/01/2032
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	01/01/2033
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	6	1	03/02/2033
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	6	1	03/02/2033
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	6	1	03/02/2033
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	6	1	03/02/2033
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	137	1	03/02/2033
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	17	1	03/02/2033
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	03/02/2033
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	50	1	03/02/2033
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	133	1	08/30/2033
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	6	1	08/30/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	6	1	08/30/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	6	1	08/30/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	6	1	08/30/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	137	1	08/30/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	17	1	08/30/2035
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	50	1	01/01/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	137	1	03/02/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	17	1	03/02/2038

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AI - AI ERA LEADERS	101740	AXON - AI SOFTWARE LICENSE	133	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	3	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	133	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	100590	AXON MY90 - LICENSE	133	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	101664	AXON AIR - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	2	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	4	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	101706	AXON FUSUS - LICENSE - PRO+ USER	133	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	225	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	101733	AXON AIR - DEDRONE BEYOND RADAR - LONG RANGE SOFTWARE	1	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	101878	AXON AIR - SKYDIO - MAINTENANCE AND REPAIR FOR OSP X10 DOCK	1	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	101879	AXON AIR - SKYDIO DFR COMMAND FOR OSP	1	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	101883	AXON AIR - DEDRONE BEYOND LONG RANGE RADAR SOFTWARE	3	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	20370	AXON VR - USER ACCESS - FULL VR	133	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	133	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	133	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	73618	AXON COMMUNITY REQUEST	133	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	73638	AXON STANDARDS - LICENSE	133	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	73681	AXON RECORDS	133	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	133	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	133	12/01/2025	03/31/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED PREMIUM WITH VR	73739	AXON PERFORMANCE - LICENSE	133	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	133	12/01/2025	03/31/2028
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	4	12/01/2025	03/31/2028
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	4	12/01/2025	03/31/2028
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	4	12/01/2025	03/31/2028
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	8	12/01/2025	03/31/2028
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	33	12/01/2025	03/31/2028
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	11	12/01/2025	03/31/2028
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	12/01/2025	03/31/2038
A la Carte	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	12/01/2025	03/31/2038
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	130	12/01/2025	03/31/2028
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	12/01/2025	03/31/2028
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	12/01/2025	03/31/2028
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	12/01/2025	03/31/2028
A la Carte	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	46	12/01/2025	03/31/2028
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	46	12/01/2025	03/31/2028
A la Carte	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	46	12/01/2025	03/31/2028
A la Carte	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	92	12/01/2025	03/31/2028
A la Carte	73681	AXON RECORDS	30	03/01/2028	03/31/2038
A la Carte	73681	AXON RECORDS	13	03/01/2028	03/31/2038
AXON AI - AI ERA LEADERS	101740	AXON - AI SOFTWARE LICENSE	133	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	3	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	133	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100590	AXON MY90 - LICENSE	133	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	133	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101664	AXON AIR - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	2	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	4	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101706	AXON FUSUS - LICENSE - PRO+ USER	133	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	225	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101733	AXON AIR - DEDRONE BEYOND RADAR - LONG RANGE SOFTWARE	1	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101878	AXON AIR - SKYDIO - MAINTENANCE AND REPAIR FOR OSP X10 DOCK	1	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101879	AXON AIR - SKYDIO DFR COMMAND FOR OSP	1	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101883	AXON AIR - DEDRONE BEYOND LONG RANGE RADAR SOFTWARE	3	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	133	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	2	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20370	AXON VR - USER ACCESS - FULL VR	133	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	133	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	133	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73618	AXON COMMUNITY REQUEST	133	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73638	AXON STANDARDS - LICENSE	133	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73681	AXON RECORDS	133	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	133	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	133	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73739	AXON PERFORMANCE - LICENSE	133	04/01/2028	03/31/2038

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	133	04/01/2028	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	04/01/2028	03/31/2038
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	50	04/01/2028	03/31/2033
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	50	04/01/2028	03/31/2033
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	50	04/01/2028	03/31/2033
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	100	04/01/2028	03/31/2033
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	33	04/01/2028	03/31/2038
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	11	04/01/2028	03/31/2038
A la Carte	101199	AXON AIR - SKYDIO DFR COMMAND	3	04/01/2028	03/31/2038
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	04/01/2028	03/31/2038
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	04/01/2028	03/31/2038
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	04/01/2028	03/31/2038
A la Carte	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	300	03/01/2029	03/31/2038
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	50	04/01/2033	03/31/2038
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	50	04/01/2033	03/31/2038
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	50	04/01/2033	03/31/2038
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	100	04/01/2033	03/31/2038

Services

Bundle	Item	Description	QTY
AXON AI - AI ERA LEADERS	101741	AXON - AI PROFESSIONAL SERVICES	133
AXON AI - AI ERA LEADERS	101741	AXON - AI PROFESSIONAL SERVICES	133
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	133
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	8
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	133
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	2
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	2
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101743	AXON AIR - SKYDIO REGULATORY SUPPORT - AXON OSP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	133
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
BUNDLE - UNLIMITED PREMIUM WITH VR	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - UNLIMITED PREMIUM WITH VR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	8
BUNDLE - UNLIMITED PREMIUM WITH VR	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	2
BUNDLE - UNLIMITED PREMIUM WITH VR	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	2
BUNDLE - UNLIMITED PREMIUM WITH VR	101743	AXON AIR - SKYDIO REGULATORY SUPPORT - AXON OSP	1
BUNDLE - UNLIMITED PREMIUM WITH VR	101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1
BUNDLE - UNLIMITED PREMIUM WITH VR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	133
BUNDLE - UNLIMITED PREMIUM WITH VR	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
Fleet 3 Advanced	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	4
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	4
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	50
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	50
A la Carte	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1
A la Carte	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1
A la Carte	101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	1

Services

Bundle	Item	Description	QTY
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	101498	AXON AIR - SKYDIO - IN-PERSON TRAINING - DOCK FOR X10	1
A la Carte	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2
A la Carte	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1
A la Carte	85157	AXON RECORDS - DATA CONVERSION	1
A la Carte	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	60

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101880	AXON AIR - DEDRONE BEYOND LONG RANGE 1YR EXT WARRANTY	3		
BUNDLE - UNLIMITED PREMIUM WITH VR	101880	AXON AIR - DEDRONE BEYOND LONG RANGE 1YR EXT WARRANTY	3		
A la Carte	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	6		
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8		
A la Carte	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	12/01/2025	03/31/2028
A la Carte	80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	2	12/01/2025	03/31/2028
A la Carte	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	132	12/01/2025	03/31/2028
A la Carte	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	46	12/01/2025	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	100213	AXON VR - EXT WARRANTY - TABLET	6	11/01/2026	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	101007	AXON VR - EXT WARRANTY - CONTROLLER	6	11/01/2026	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	6	11/01/2026	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	80464	AXON BODY - TAP WARRANTY - CAMERA	4	11/01/2026	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	80464	AXON BODY - TAP WARRANTY - CAMERA	133	11/01/2026	03/31/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	17	11/01/2026	03/31/2028
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	4	11/01/2026	03/31/2028
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	11/01/2026	03/31/2028
A la Carte	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	11/01/2026	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	6	03/01/2029	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100213	AXON VR - EXT WARRANTY - TABLET	6	03/01/2029	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	133	03/01/2029	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	4	03/01/2029	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	6	03/01/2029	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	6	03/01/2029	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	133	03/01/2029	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	03/01/2029	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	27	03/01/2029	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	03/01/2029	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	133	03/01/2029	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	4	03/01/2029	03/31/2038
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	17	03/01/2029	03/31/2038
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	03/01/2029	03/31/2033
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	50	03/01/2029	03/31/2033
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	50	04/01/2033	03/31/2038
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	04/01/2033	03/31/2038

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	305 S East St	Bloomington	IL	61701-7609	USA
2	305 S East St	Bloomington	IL	61701-7609	USA

Payment Details

Nov 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$0.00	\$0.00	\$0.00
Annual Payment 1	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	\$0.00	\$0.00	\$0.00
Annual Payment 1	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1	\$130.89	\$0.00	\$130.89
Annual Payment 1	101199	AXON AIR - SKYDIO DFR COMMAND	3	\$2,199.97	\$0.00	\$2,199.97
Annual Payment 1	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	6	\$206.12	\$0.00	\$206.12
Annual Payment 1	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$157.07	\$0.00	\$157.07
Annual Payment 1	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$157.07	\$0.00	\$157.07
Annual Payment 1	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	\$24.29	\$0.00	\$24.29
Annual Payment 1	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	300	\$0.00	\$0.00	\$0.00
Annual Payment 1	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$0.00	\$0.00	\$0.00
Annual Payment 1	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$557.25	\$0.00	\$557.25
Annual Payment 1	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	\$555.01	\$0.00	\$555.01
Annual Payment 1	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130	\$0.00	\$0.00	\$0.00
Annual Payment 1	20248	AXON TASER - EVIDENCE.COM LICENSE	130	\$131.26	\$0.00	\$131.26
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$197.91	\$0.00	\$197.91
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$39.14	\$0.00	\$39.14
Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$57.85	\$0.00	\$57.85
Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$11.44	\$0.00	\$11.44
Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$271.33	\$0.00	\$271.33
Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$1,372.17	\$0.00	\$1,372.17
Annual Payment 1	73681	AXON RECORDS	30	\$232.72	\$0.00	\$232.72
Annual Payment 1	73681	AXON RECORDS	13	\$0.00	\$0.00	\$0.00
Annual Payment 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	\$14.30	\$0.00	\$14.30
Annual Payment 1	80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	2	\$2.16	\$0.00	\$2.16
Annual Payment 1	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	132	\$61.65	\$0.00	\$61.65
Annual Payment 1	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	46	\$180.05	\$0.00	\$180.05
Annual Payment 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	46	\$193.06	\$0.00	\$193.06
Annual Payment 1	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	46	\$135.04	\$0.00	\$135.04
Annual Payment 1	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	92	\$306.49	\$0.00	\$306.49
Annual Payment 1	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	4	\$90.47	\$0.00	\$90.47
Annual Payment 1	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	46	\$80.92	\$0.00	\$80.92
Annual Payment 1	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	99901	AXON ACCELERATE CONFERENCE REGISTRATION	60	\$0.00	\$0.00	\$0.00
Annual Payment 1	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	133	\$4,904.30	\$0.00	\$4,904.30
Annual Payment 1	Fleet3A	Fleet 3 Advanced	4	\$122.47	\$0.00	\$122.47
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$4,025.71	\$0.00	\$4,025.71
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$4,897.84	\$0.00	\$4,897.84
Annual Payment 1	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	133	\$29,196.14	\$0.00	\$29,196.14
Annual Payment 1	ProLicense	Pro License Bundle	11	\$466.76	\$0.00	\$466.76

Nov 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	ProLicense	Pro License Bundle	11	\$94.38	\$0.00	\$94.38
Annual Payment 1	S00007	AXON AI - AI ERA LEADERS	133	\$18,685.45	\$0.00	\$18,685.45
Annual Payment 1	S00007	AXON AI - AI ERA LEADERS	133	\$3,778.65	\$0.00	\$3,778.65
Annual Payment 1 - Upfront Hardware/Training	101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	1	\$9,000.00	\$0.00	\$9,000.00
Annual Payment 1 - Upfront Hardware/Training	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	6	\$24,000.00	\$0.00	\$24,000.00
Annual Payment 1 - Upfront Hardware/Training	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12,000.00	\$0.00	\$12,000.00
Annual Payment 1 - Upfront Hardware/Training	101498	AXON AIR - SKYDIO - IN-PERSON TRAINING - DOCK FOR X10	1	\$11,000.00	\$0.00	\$11,000.00
Annual Payment 1 - Upfront Hardware/Training	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2	\$70,500.00	\$0.00	\$70,500.00
Annual Payment 1 - Upfront Hardware/Training	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	3	\$60,693.00	\$0.00	\$60,693.00
Annual Payment 1 - Upfront Hardware/Training	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	260	\$0.00	\$0.00	\$0.00
Annual Payment 1 - Upfront Hardware/Training	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	260	\$0.00	\$0.00	\$0.00
Annual Payment 1 - Upfront Hardware/Training	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	260	\$0.00	\$0.00	\$0.00
Annual Payment 1 - Upfront Hardware/Training	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	260	\$0.00	\$0.00	\$0.00
Annual Payment 1 - Upfront Hardware/Training	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Annual Payment 1 - Upfront Hardware/Training	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Annual Payment 1 - Upfront Hardware/Training	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	46	\$0.00	\$0.00	\$0.00
Annual Payment 1 - Upfront Hardware/Training	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	133	\$393,760.66	\$0.00	\$393,760.66
Annual Payment 1 - Upfront Hardware/Training	Fleet3A	Fleet 3 Advanced	4	\$9,139.72	\$0.00	\$9,139.72
Annual Payment 1 - Upfront Hardware/Training	H00001	AB4 Camera Bundle	133	\$0.00	\$0.00	\$0.00
Annual Payment 1 - Upfront Hardware/Training	H00002	AB4 Multi Bay Dock Bundle	16	\$0.00	\$0.00	\$0.00
Annual Payment 1 - Upfront Hardware/Training	H00002	AB4 Multi Bay Dock Bundle	1	\$1,638.90	\$0.00	\$1,638.90
Transfer Value	100552	TRANSFER CREDIT - GOODS	1	\$98,091.07	\$0.00	\$98,091.07
Transfer Value	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$18,067.68)	\$0.00	(\$18,067.68)
Total				\$745,293.00	\$0.00	\$745,293.00

May 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$0.00	\$0.00	\$0.00
Annual Payment 2	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	\$0.00	\$0.00	\$0.00
Annual Payment 2	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1	\$1,435.16	\$0.00	\$1,435.16
Annual Payment 2	101199	AXON AIR - SKYDIO DFR COMMAND	3	\$24,121.43	\$0.00	\$24,121.43
Annual Payment 2	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	6	\$2,259.94	\$0.00	\$2,259.94
Annual Payment 2	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$1,722.19	\$0.00	\$1,722.19
Annual Payment 2	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$1,722.19	\$0.00	\$1,722.19

May 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	\$266.38	\$0.00	\$266.38
Annual Payment 2	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	300	\$0.00	\$0.00	\$0.00
Annual Payment 2	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$0.00	\$0.00	\$0.00
Annual Payment 2	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$6,109.90	\$0.00	\$6,109.90
Annual Payment 2	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	\$6,085.36	\$0.00	\$6,085.36
Annual Payment 2	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130	\$0.00	\$0.00	\$0.00
Annual Payment 2	20248	AXON TASER - EVIDENCE.COM LICENSE	130	\$1,439.21	\$0.00	\$1,439.21
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$429.17	\$0.00	\$429.17
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$2,169.96	\$0.00	\$2,169.96
Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$125.46	\$0.00	\$125.46
Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$634.28	\$0.00	\$634.28
Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$2,974.93	\$0.00	\$2,974.93
Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$15,045.05	\$0.00	\$15,045.05
Annual Payment 2	73681	AXON RECORDS	30	\$2,551.64	\$0.00	\$2,551.64
Annual Payment 2	73681	AXON RECORDS	13	\$0.00	\$0.00	\$0.00
Annual Payment 2	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	\$156.78	\$0.00	\$156.78
Annual Payment 2	80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	2	\$23.71	\$0.00	\$23.71
Annual Payment 2	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	132	\$675.93	\$0.00	\$675.93
Annual Payment 2	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	46	\$1,974.18	\$0.00	\$1,974.18
Annual Payment 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	46	\$2,116.84	\$0.00	\$2,116.84
Annual Payment 2	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	46	\$1,480.64	\$0.00	\$1,480.64
Annual Payment 2	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	92	\$3,360.54	\$0.00	\$3,360.54
Annual Payment 2	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	4	\$991.98	\$0.00	\$991.98
Annual Payment 2	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	46	\$887.27	\$0.00	\$887.27
Annual Payment 2	99901	AXON ACCELERATE CONFERENCE REGISTRATION	60	\$0.00	\$0.00	\$0.00
Annual Payment 2	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	133	\$53,772.38	\$0.00	\$53,772.38
Annual Payment 2	Fleet3A	Fleet 3 Advanced	4	\$1,342.85	\$0.00	\$1,342.85
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$44,139.73	\$0.00	\$44,139.73
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$53,702.21	\$0.00	\$53,702.21
Annual Payment 2	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	133	\$320,119.65	\$0.00	\$320,119.65
Annual Payment 2	ProLicense	Pro License Bundle	11	\$5,117.75	\$0.00	\$5,117.75
Annual Payment 2	ProLicense	Pro License Bundle	11	\$1,034.79	\$0.00	\$1,034.79
Annual Payment 2	S00007	AXON AI - AI ERA LEADERS	133	\$41,430.80	\$0.00	\$41,430.80
Annual Payment 2	S00007	AXON AI - AI ERA LEADERS	133	\$204,874.98	\$0.00	\$204,874.98
Total				\$806,295.26	\$0.00	\$806,295.26

May 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$0.00	\$0.00	\$0.00
Annual Payment 3	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	\$0.00	\$0.00	\$0.00
Annual Payment 3	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1	\$834.89	\$0.00	\$834.89
Annual Payment 3	101199	AXON AIR - SKYDIO DFR COMMAND	3	\$14,032.37	\$0.00	\$14,032.37
Annual Payment 3	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	6	\$1,314.70	\$0.00	\$1,314.70
Annual Payment 3	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$1,001.87	\$0.00	\$1,001.87
Annual Payment 3	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$1,001.87	\$0.00	\$1,001.87
Annual Payment 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	\$154.96	\$0.00	\$154.96
Annual Payment 3	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	300	\$0.00	\$0.00	\$0.00
Annual Payment 3	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$0.00	\$0.00	\$0.00
Annual Payment 3	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$3,554.37	\$0.00	\$3,554.37
Annual Payment 3	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	\$3,540.09	\$0.00	\$3,540.09
Annual Payment 3	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130	\$0.00	\$0.00	\$0.00

May 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	20248	AXON TASER - EVIDENCE.COM LICENSE	130	\$837.24	\$0.00	\$837.24
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$1,262.35	\$0.00	\$1,262.35
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$249.66	\$0.00	\$249.66
Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$368.99	\$0.00	\$368.99
Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$72.98	\$0.00	\$72.98
Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$1,730.64	\$0.00	\$1,730.64
Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$8,752.29	\$0.00	\$8,752.29
Annual Payment 3	73681	AXON RECORDS	30	\$1,484.39	\$0.00	\$1,484.39
Annual Payment 3	73681	AXON RECORDS	13	\$0.00	\$0.00	\$0.00
Annual Payment 3	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	\$91.20	\$0.00	\$91.20
Annual Payment 3	80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	2	\$13.79	\$0.00	\$13.79
Annual Payment 3	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	132	\$393.21	\$0.00	\$393.21
Annual Payment 3	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	46	\$1,148.46	\$0.00	\$1,148.46
Annual Payment 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	46	\$1,231.45	\$0.00	\$1,231.45
Annual Payment 3	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	46	\$861.34	\$0.00	\$861.34
Annual Payment 3	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	92	\$1,954.96	\$0.00	\$1,954.96
Annual Payment 3	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	4	\$577.07	\$0.00	\$577.07
Annual Payment 3	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	46	\$516.16	\$0.00	\$516.16
Annual Payment 3	99901	AXON ACCELERATE CONFERENCE REGISTRATION	60	\$0.00	\$0.00	\$0.00
Annual Payment 3	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	133	\$31,281.50	\$0.00	\$31,281.50
Annual Payment 3	Fleet3A	Fleet 3 Advanced	4	\$781.18	\$0.00	\$781.18
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$31,240.65	\$0.00	\$31,240.65
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$25,677.79	\$0.00	\$25,677.79
Annual Payment 3	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	133	\$186,226.03	\$0.00	\$186,226.03
Annual Payment 3	ProLicense	Pro License Bundle	11	\$601.98	\$0.00	\$601.98
Annual Payment 3	ProLicense	Pro License Bundle	11	\$2,977.19	\$0.00	\$2,977.19
Annual Payment 3	S00007	AXON AI - AI ERA LEADERS	133	\$119,183.75	\$0.00	\$119,183.75
Annual Payment 3	S00007	AXON AI - AI ERA LEADERS	133	\$24,101.91	\$0.00	\$24,101.91
Records Payment 1	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	\$45,000.00	\$0.00	\$45,000.00
Records Payment 1	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$10,500.00	\$0.00	\$10,500.00
Records Payment 1	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$284,250.00	\$0.00	\$284,250.00
Records Payment 1	85157	AXON RECORDS - DATA CONVERSION	1	\$37,500.00	\$0.00	\$37,500.00
Total				\$846,303.28	\$0.00	\$846,303.28

Apr 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	133	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

May 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4 - Upfront Hardware	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	\$0.00	\$0.00	\$0.00
Annual Payment 4 - Upfront Hardware	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	133	\$897,305.62	\$0.00	\$897,305.62
Total				\$897,305.62	\$0.00	\$897,305.62

May 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$0.00	\$0.00	\$0.00
Annual Payment 5	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	\$0.00	\$0.00	\$0.00
Annual Payment 5	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1	\$987.12	\$0.00	\$987.12
Annual Payment 5	101199	AXON AIR - SKYDIO DFR COMMAND	3	\$16,590.97	\$0.00	\$16,590.97
Annual Payment 5	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	6	\$1,554.41	\$0.00	\$1,554.41
Annual Payment 5	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$1,184.54	\$0.00	\$1,184.54
Annual Payment 5	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$1,184.54	\$0.00	\$1,184.54
Annual Payment 5	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	\$183.22	\$0.00	\$183.22
Annual Payment 5	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	300	\$0.00	\$0.00	\$0.00
Annual Payment 5	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$0.00	\$0.00	\$0.00
Annual Payment 5	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$4,202.45	\$0.00	\$4,202.45
Annual Payment 5	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	\$4,185.57	\$0.00	\$4,185.57
Annual Payment 5	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130	\$0.00	\$0.00	\$0.00
Annual Payment 5	20248	AXON TASER - EVIDENCE.COM LICENSE	130	\$989.90	\$0.00	\$989.90
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$295.19	\$0.00	\$295.19
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$1,492.52	\$0.00	\$1,492.52
Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$86.29	\$0.00	\$86.29
Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$436.27	\$0.00	\$436.27
Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$10,348.15	\$0.00	\$10,348.15
Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$2,046.19	\$0.00	\$2,046.19
Annual Payment 5	73681	AXON RECORDS	30	\$1,755.04	\$0.00	\$1,755.04
Annual Payment 5	73681	AXON RECORDS	13	\$0.00	\$0.00	\$0.00
Annual Payment 5	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	\$107.83	\$0.00	\$107.83
Annual Payment 5	80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	2	\$16.31	\$0.00	\$16.31
Annual Payment 5	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	132	\$464.91	\$0.00	\$464.91
Annual Payment 5	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	46	\$1,357.86	\$0.00	\$1,357.86
Annual Payment 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	46	\$1,455.99	\$0.00	\$1,455.99
Annual Payment 5	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	46	\$1,018.40	\$0.00	\$1,018.40
Annual Payment 5	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	92	\$2,311.42	\$0.00	\$2,311.42
Annual Payment 5	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	4	\$682.30	\$0.00	\$682.30
Annual Payment 5	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	46	\$610.28	\$0.00	\$610.28
Annual Payment 5	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	99901	AXON ACCELERATE CONFERENCE REGISTRATION	60	\$0.00	\$0.00	\$0.00
Annual Payment 5	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	133	\$36,985.25	\$0.00	\$36,985.25
Annual Payment 5	Fleet3A	Fleet 3 Advanced	4	\$923.62	\$0.00	\$923.62
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$36,936.92	\$0.00	\$36,936.92
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$30,359.78	\$0.00	\$30,359.78
Annual Payment 5	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	133	\$220,181.67	\$0.00	\$220,181.67
Annual Payment 5	ProLicense	Pro License Bundle	11	\$711.74	\$0.00	\$711.74
Annual Payment 5	ProLicense	Pro License Bundle	11	\$3,520.04	\$0.00	\$3,520.04
Annual Payment 5	S00007	AXON AI - AI ERA LEADERS	133	\$140,915.07	\$0.00	\$140,915.07
Annual Payment 5	S00007	AXON AI - AI ERA LEADERS	133	\$28,496.54	\$0.00	\$28,496.54
Records Payment 2	100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	1	\$45,000.00	\$0.00	\$45,000.00
Records Payment 2	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$10,500.00	\$0.00	\$10,500.00
Records Payment 2	85157	AXON RECORDS - DATA CONVERSION	1	\$37,500.00	\$0.00	\$37,500.00
Records Payment 2	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$284,250.00	\$0.00	\$284,250.00
Total				\$931,828.30	\$0.00	\$931,828.30

May 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$0.00	\$0.00	\$0.00
Annual Payment 6	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	\$0.00	\$0.00	\$0.00

May 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1	\$1,736.47	\$0.00	\$1,736.47
Annual Payment 6	101199	AXON AIR - SKYDIO DFR COMMAND	3	\$29,185.78	\$0.00	\$29,185.78
Annual Payment 6	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	6	\$2,734.43	\$0.00	\$2,734.43
Annual Payment 6	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$2,083.77	\$0.00	\$2,083.77
Annual Payment 6	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$2,083.77	\$0.00	\$2,083.77
Annual Payment 6	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	\$322.30	\$0.00	\$322.30
Annual Payment 6	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	300	\$0.00	\$0.00	\$0.00
Annual Payment 6	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$7,392.69	\$0.00	\$7,392.69
Annual Payment 6	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$0.00	\$0.00	\$0.00
Annual Payment 6	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	\$7,363.00	\$0.00	\$7,363.00
Annual Payment 6	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130	\$0.00	\$0.00	\$0.00
Annual Payment 6	20248	AXON TASER - EVIDENCE.COM LICENSE	130	\$1,741.37	\$0.00	\$1,741.37
Annual Payment 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$2,625.55	\$0.00	\$2,625.55
Annual Payment 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$519.28	\$0.00	\$519.28
Annual Payment 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$151.80	\$0.00	\$151.80
Annual Payment 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$767.45	\$0.00	\$767.45
Annual Payment 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$3,599.53	\$0.00	\$3,599.53
Annual Payment 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$18,203.80	\$0.00	\$18,203.80
Annual Payment 6	73681	AXON RECORDS	13	\$0.00	\$0.00	\$0.00
Annual Payment 6	73681	AXON RECORDS	30	\$3,087.36	\$0.00	\$3,087.36
Annual Payment 6	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	\$189.70	\$0.00	\$189.70
Annual Payment 6	80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	2	\$28.69	\$0.00	\$28.69
Annual Payment 6	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	132	\$817.84	\$0.00	\$817.84
Annual Payment 6	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	46	\$2,388.67	\$0.00	\$2,388.67
Annual Payment 6	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	46	\$2,561.28	\$0.00	\$2,561.28
Annual Payment 6	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	46	\$1,791.50	\$0.00	\$1,791.50
Annual Payment 6	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	92	\$4,066.10	\$0.00	\$4,066.10
Annual Payment 6	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	4	\$1,200.25	\$0.00	\$1,200.25
Annual Payment 6	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	46	\$1,073.56	\$0.00	\$1,073.56
Annual Payment 6	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	99901	AXON ACCELERATE CONFERENCE REGISTRATION	60	\$0.00	\$0.00	\$0.00
Annual Payment 6	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	133	\$65,062.02	\$0.00	\$65,062.02
Annual Payment 6	Fleet3A	Fleet 3 Advanced	4	\$1,624.79	\$0.00	\$1,624.79
Annual Payment 6	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$53,406.99	\$0.00	\$53,406.99
Annual Payment 6	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$64,977.11	\$0.00	\$64,977.11
Annual Payment 6	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	133	\$387,329.63	\$0.00	\$387,329.63
Annual Payment 6	ProLicense	Pro License Bundle	11	\$1,252.05	\$0.00	\$1,252.05
Annual Payment 6	ProLicense	Pro License Bundle	11	\$6,192.23	\$0.00	\$6,192.23
Annual Payment 6	S00007	AXON AI - AI ERA LEADERS	133	\$247,888.96	\$0.00	\$247,888.96
Annual Payment 6	S00007	AXON AI - AI ERA LEADERS	133	\$50,129.31	\$0.00	\$50,129.31
Total				\$975,579.03	\$0.00	\$975,579.03

May 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$0.00	\$0.00	\$0.00
Annual Payment 7	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	\$0.00	\$0.00	\$0.00
Annual Payment 7	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1	\$1,827.00	\$0.00	\$1,827.00
Annual Payment 7	101199	AXON AIR - SKYDIO DFR COMMAND	3	\$30,707.35	\$0.00	\$30,707.35
Annual Payment 7	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	6	\$2,876.98	\$0.00	\$2,876.98
Annual Payment 7	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$2,192.40	\$0.00	\$2,192.40
Annual Payment 7	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$2,192.40	\$0.00	\$2,192.40
Annual Payment 7	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	\$339.11	\$0.00	\$339.11

May 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	300	\$0.00	\$0.00	\$0.00
Annual Payment 7	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$0.00	\$0.00	\$0.00
Annual Payment 7	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$7,778.10	\$0.00	\$7,778.10
Annual Payment 7	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	\$7,746.86	\$0.00	\$7,746.86
Annual Payment 7	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130	\$0.00	\$0.00	\$0.00
Annual Payment 7	20248	AXON TASER - EVIDENCE.COM LICENSE	130	\$1,832.15	\$0.00	\$1,832.15
Annual Payment 7	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$2,762.43	\$0.00	\$2,762.43
Annual Payment 7	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$546.35	\$0.00	\$546.35
Annual Payment 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$807.46	\$0.00	\$807.46
Annual Payment 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$159.71	\$0.00	\$159.71
Annual Payment 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$19,152.83	\$0.00	\$19,152.83
Annual Payment 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$3,787.19	\$0.00	\$3,787.19
Annual Payment 7	73681	AXON RECORDS	13	\$0.00	\$0.00	\$0.00
Annual Payment 7	73681	AXON RECORDS	30	\$3,248.32	\$0.00	\$3,248.32
Annual Payment 7	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	\$199.59	\$0.00	\$199.59
Annual Payment 7	80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	2	\$30.18	\$0.00	\$30.18
Annual Payment 7	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	132	\$860.47	\$0.00	\$860.47
Annual Payment 7	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	46	\$2,513.20	\$0.00	\$2,513.20
Annual Payment 7	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	46	\$2,694.81	\$0.00	\$2,694.81
Annual Payment 7	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	46	\$1,884.90	\$0.00	\$1,884.90
Annual Payment 7	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	92	\$4,278.08	\$0.00	\$4,278.08
Annual Payment 7	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	4	\$1,262.82	\$0.00	\$1,262.82
Annual Payment 7	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	46	\$1,129.53	\$0.00	\$1,129.53
Annual Payment 7	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	99901	AXON ACCELERATE CONFERENCE REGISTRATION	60	\$0.00	\$0.00	\$0.00
Annual Payment 7	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	133	\$68,453.95	\$0.00	\$68,453.95
Annual Payment 7	Fleet3A	Fleet 3 Advanced	4	\$1,709.49	\$0.00	\$1,709.49
Annual Payment 7	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$56,191.30	\$0.00	\$56,191.30
Annual Payment 7	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$68,364.61	\$0.00	\$68,364.61
Annual Payment 7	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	133	\$407,522.46	\$0.00	\$407,522.46
Annual Payment 7	ProLicense	Pro License Bundle	11	\$6,515.05	\$0.00	\$6,515.05
Annual Payment 7	ProLicense	Pro License Bundle	11	\$1,317.32	\$0.00	\$1,317.32
Annual Payment 7	S00007	AXON AI - AI ERA LEADERS	133	\$260,812.40	\$0.00	\$260,812.40
Annual Payment 7	S00007	AXON AI - AI ERA LEADERS	133	\$52,742.73	\$0.00	\$52,742.73
Total				\$1,026,439.53	\$0.00	\$1,026,439.53

May 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$0.00	\$0.00	\$0.00
Annual Payment 8	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	\$0.00	\$0.00	\$0.00
Annual Payment 8	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1	\$1,918.35	\$0.00	\$1,918.35
Annual Payment 8	101199	AXON AIR - SKYDIO DFR COMMAND	3	\$32,242.71	\$0.00	\$32,242.71
Annual Payment 8	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	6	\$3,020.83	\$0.00	\$3,020.83
Annual Payment 8	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$2,302.02	\$0.00	\$2,302.02
Annual Payment 8	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$2,302.02	\$0.00	\$2,302.02
Annual Payment 8	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	\$356.06	\$0.00	\$356.06
Annual Payment 8	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	300	\$0.00	\$0.00	\$0.00
Annual Payment 8	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$0.00	\$0.00	\$0.00
Annual Payment 8	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$8,167.00	\$0.00	\$8,167.00
Annual Payment 8	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	\$8,134.20	\$0.00	\$8,134.20
Annual Payment 8	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130	\$0.00	\$0.00	\$0.00
Annual Payment 8	20248	AXON TASER - EVIDENCE.COM LICENSE	130	\$1,923.76	\$0.00	\$1,923.76

May 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$2,900.55	\$0.00	\$2,900.55
Annual Payment 8	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$573.66	\$0.00	\$573.66
Annual Payment 8	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$847.84	\$0.00	\$847.84
Annual Payment 8	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$167.69	\$0.00	\$167.69
Annual Payment 8	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$20,110.48	\$0.00	\$20,110.48
Annual Payment 8	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$3,976.55	\$0.00	\$3,976.55
Annual Payment 8	73681	AXON RECORDS	30	\$3,410.74	\$0.00	\$3,410.74
Annual Payment 8	73681	AXON RECORDS	13	\$0.00	\$0.00	\$0.00
Annual Payment 8	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	\$209.56	\$0.00	\$209.56
Annual Payment 8	80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	2	\$31.69	\$0.00	\$31.69
Annual Payment 8	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	132	\$903.50	\$0.00	\$903.50
Annual Payment 8	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	46	\$2,638.86	\$0.00	\$2,638.86
Annual Payment 8	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	46	\$2,829.55	\$0.00	\$2,829.55
Annual Payment 8	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	46	\$1,979.14	\$0.00	\$1,979.14
Annual Payment 8	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	92	\$4,491.98	\$0.00	\$4,491.98
Annual Payment 8	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	4	\$1,325.97	\$0.00	\$1,325.97
Annual Payment 8	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	46	\$1,186.00	\$0.00	\$1,186.00
Annual Payment 8	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	99901	AXON ACCELERATE CONFERENCE REGISTRATION	60	\$0.00	\$0.00	\$0.00
Annual Payment 8	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	133	\$71,876.63	\$0.00	\$71,876.63
Annual Payment 8	Fleet3A	Fleet 3 Advanced	4	\$1,794.96	\$0.00	\$1,794.96
Annual Payment 8	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$59,000.85	\$0.00	\$59,000.85
Annual Payment 8	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$71,782.84	\$0.00	\$71,782.84
Annual Payment 8	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	133	\$427,898.64	\$0.00	\$427,898.64
Annual Payment 8	ProLicense	Pro License Bundle	11	\$1,383.19	\$0.00	\$1,383.19
Annual Payment 8	ProLicense	Pro License Bundle	11	\$6,840.81	\$0.00	\$6,840.81
Annual Payment 8	S00007	AXON AI - AI ERA LEADERS	133	\$55,379.87	\$0.00	\$55,379.87
Annual Payment 8	S00007	AXON AI - AI ERA LEADERS	133	\$273,853.01	\$0.00	\$273,853.01
Total				\$1,077,761.51	\$0.00	\$1,077,761.51

May 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$0.00	\$0.00	\$0.00
Annual Payment 9	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	\$0.00	\$0.00	\$0.00
Annual Payment 9	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1	\$2,014.27	\$0.00	\$2,014.27
Annual Payment 9	101199	AXON AIR - SKYDIO DFR COMMAND	3	\$33,854.85	\$0.00	\$33,854.85
Annual Payment 9	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	6	\$3,171.87	\$0.00	\$3,171.87
Annual Payment 9	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$2,417.12	\$0.00	\$2,417.12
Annual Payment 9	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$2,417.12	\$0.00	\$2,417.12
Annual Payment 9	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	\$373.86	\$0.00	\$373.86
Annual Payment 9	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	300	\$0.00	\$0.00	\$0.00
Annual Payment 9	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$0.00	\$0.00	\$0.00
Annual Payment 9	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$8,575.35	\$0.00	\$8,575.35
Annual Payment 9	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	\$8,540.91	\$0.00	\$8,540.91
Annual Payment 9	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130	\$0.00	\$0.00	\$0.00
Annual Payment 9	20248	AXON TASER - EVIDENCE.COM LICENSE	130	\$2,019.95	\$0.00	\$2,019.95
Annual Payment 9	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$602.35	\$0.00	\$602.35
Annual Payment 9	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$3,045.58	\$0.00	\$3,045.58
Annual Payment 9	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$890.23	\$0.00	\$890.23
Annual Payment 9	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$176.08	\$0.00	\$176.08
Annual Payment 9	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$21,116.00	\$0.00	\$21,116.00
Annual Payment 9	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$4,175.37	\$0.00	\$4,175.37

May 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	73681	AXON RECORDS	30	\$3,581.27	\$0.00	\$3,581.27
Annual Payment 9	73681	AXON RECORDS	13	\$0.00	\$0.00	\$0.00
Annual Payment 9	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	\$220.04	\$0.00	\$220.04
Annual Payment 9	80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	2	\$33.28	\$0.00	\$33.28
Annual Payment 9	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	132	\$948.67	\$0.00	\$948.67
Annual Payment 9	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	46	\$2,770.80	\$0.00	\$2,770.80
Annual Payment 9	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	46	\$2,971.03	\$0.00	\$2,971.03
Annual Payment 9	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	46	\$2,078.10	\$0.00	\$2,078.10
Annual Payment 9	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	92	\$4,716.58	\$0.00	\$4,716.58
Annual Payment 9	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	4	\$1,392.26	\$0.00	\$1,392.26
Annual Payment 9	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	46	\$1,245.30	\$0.00	\$1,245.30
Annual Payment 9	99901	AXON ACCELERATE CONFERENCE REGISTRATION	60	\$0.00	\$0.00	\$0.00
Annual Payment 9	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	133	\$75,470.55	\$0.00	\$75,470.55
Annual Payment 9	Fleet3A	Fleet 3 Advanced	4	\$1,884.71	\$0.00	\$1,884.71
Annual Payment 9	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$61,950.90	\$0.00	\$61,950.90
Annual Payment 9	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$75,371.99	\$0.00	\$75,371.99
Annual Payment 9	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	133	\$449,293.58	\$0.00	\$449,293.58
Annual Payment 9	ProLicense	Pro License Bundle	11	\$1,452.35	\$0.00	\$1,452.35
Annual Payment 9	ProLicense	Pro License Bundle	11	\$7,182.85	\$0.00	\$7,182.85
Annual Payment 9	S00007	AXON AI - AI ERA LEADERS	133	\$287,545.55	\$0.00	\$287,545.55
Annual Payment 9	S00007	AXON AI - AI ERA LEADERS	133	\$58,148.86	\$0.00	\$58,148.86
Total				\$1,131,649.58	\$0.00	\$1,131,649.58

May 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$0.00	\$0.00	\$0.00
Annual Payment 10	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	\$0.00	\$0.00	\$0.00
Annual Payment 10	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1	\$2,114.98	\$0.00	\$2,114.98
Annual Payment 10	101199	AXON AIR - SKYDIO DFR COMMAND	3	\$35,547.59	\$0.00	\$35,547.59
Annual Payment 10	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	6	\$3,330.47	\$0.00	\$3,330.47
Annual Payment 10	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$2,537.98	\$0.00	\$2,537.98
Annual Payment 10	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$2,537.98	\$0.00	\$2,537.98
Annual Payment 10	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	\$392.56	\$0.00	\$392.56
Annual Payment 10	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	300	\$0.00	\$0.00	\$0.00
Annual Payment 10	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$0.00	\$0.00	\$0.00
Annual Payment 10	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$9,004.12	\$0.00	\$9,004.12
Annual Payment 10	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	\$8,967.95	\$0.00	\$8,967.95
Annual Payment 10	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130	\$0.00	\$0.00	\$0.00
Annual Payment 10	20248	AXON TASER - EVIDENCE.COM LICENSE	130	\$2,120.95	\$0.00	\$2,120.95
Annual Payment 10	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$632.46	\$0.00	\$632.46
Annual Payment 10	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$3,197.86	\$0.00	\$3,197.86
Annual Payment 10	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$184.88	\$0.00	\$184.88
Annual Payment 10	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$934.74	\$0.00	\$934.74
Annual Payment 10	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$22,171.80	\$0.00	\$22,171.80
Annual Payment 10	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$4,384.14	\$0.00	\$4,384.14
Annual Payment 10	73681	AXON RECORDS	13	\$0.00	\$0.00	\$0.00
Annual Payment 10	73681	AXON RECORDS	30	\$3,760.34	\$0.00	\$3,760.34
Annual Payment 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	\$231.05	\$0.00	\$231.05
Annual Payment 10	80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	2	\$34.94	\$0.00	\$34.94
Annual Payment 10	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	132	\$996.11	\$0.00	\$996.11
Annual Payment 10	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	46	\$2,909.34	\$0.00	\$2,909.34

May 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	46	\$3,119.58	\$0.00	\$3,119.58
Annual Payment 10	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	46	\$2,182.00	\$0.00	\$2,182.00
Annual Payment 10	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	92	\$4,952.41	\$0.00	\$4,952.41
Annual Payment 10	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	4	\$1,461.88	\$0.00	\$1,461.88
Annual Payment 10	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	46	\$1,307.57	\$0.00	\$1,307.57
Annual Payment 10	99901	AXON ACCELERATE CONFERENCE REGISTRATION	60	\$0.00	\$0.00	\$0.00
Annual Payment 10	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	133	\$79,244.06	\$0.00	\$79,244.06
Annual Payment 10	Fleet3A	Fleet 3 Advanced	4	\$1,978.95	\$0.00	\$1,978.95
Annual Payment 10	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$65,048.44	\$0.00	\$65,048.44
Annual Payment 10	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$79,140.57	\$0.00	\$79,140.57
Annual Payment 10	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	133	\$471,758.24	\$0.00	\$471,758.24
Annual Payment 10	ProLicense	Pro License Bundle	11	\$1,524.96	\$0.00	\$1,524.96
Annual Payment 10	ProLicense	Pro License Bundle	11	\$7,541.99	\$0.00	\$7,541.99
Annual Payment 10	S00007	AXON AI - AI ERA LEADERS	133	\$61,056.30	\$0.00	\$61,056.30
Annual Payment 10	S00007	AXON AI - AI ERA LEADERS	133	\$301,922.87	\$0.00	\$301,922.87
Total				\$1,188,232.06	\$0.00	\$1,188,232.06

May 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 11	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$0.00	\$0.00	\$0.00
Annual Payment 11	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	\$0.00	\$0.00	\$0.00
Annual Payment 11	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1	\$2,220.73	\$0.00	\$2,220.73
Annual Payment 11	101199	AXON AIR - SKYDIO DFR COMMAND	3	\$37,324.97	\$0.00	\$37,324.97
Annual Payment 11	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	6	\$3,496.99	\$0.00	\$3,496.99
Annual Payment 11	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$2,664.88	\$0.00	\$2,664.88
Annual Payment 11	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$2,664.88	\$0.00	\$2,664.88
Annual Payment 11	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	\$412.19	\$0.00	\$412.19
Annual Payment 11	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	300	\$0.00	\$0.00	\$0.00
Annual Payment 11	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$0.00	\$0.00	\$0.00
Annual Payment 11	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$9,454.33	\$0.00	\$9,454.33
Annual Payment 11	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	\$9,416.35	\$0.00	\$9,416.35
Annual Payment 11	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130	\$0.00	\$0.00	\$0.00
Annual Payment 11	20248	AXON TASER - EVIDENCE.COM LICENSE	130	\$2,227.00	\$0.00	\$2,227.00
Annual Payment 11	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$3,357.75	\$0.00	\$3,357.75
Annual Payment 11	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$664.09	\$0.00	\$664.09
Annual Payment 11	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$981.48	\$0.00	\$981.48
Annual Payment 11	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$194.13	\$0.00	\$194.13
Annual Payment 11	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$4,603.35	\$0.00	\$4,603.35
Annual Payment 11	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$23,280.39	\$0.00	\$23,280.39
Annual Payment 11	73681	AXON RECORDS	30	\$3,948.35	\$0.00	\$3,948.35
Annual Payment 11	73681	AXON RECORDS	13	\$0.00	\$0.00	\$0.00
Annual Payment 11	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	\$242.60	\$0.00	\$242.60
Annual Payment 11	80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	2	\$36.69	\$0.00	\$36.69
Annual Payment 11	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	132	\$1,045.91	\$0.00	\$1,045.91
Annual Payment 11	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	46	\$3,054.80	\$0.00	\$3,054.80
Annual Payment 11	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	46	\$3,275.56	\$0.00	\$3,275.56
Annual Payment 11	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	46	\$2,291.10	\$0.00	\$2,291.10
Annual Payment 11	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	92	\$5,200.03	\$0.00	\$5,200.03
Annual Payment 11	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	4	\$1,534.97	\$0.00	\$1,534.97
Annual Payment 11	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Annual Payment 11	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	46	\$1,372.95	\$0.00	\$1,372.95

May 2035						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 11	99901	AXON ACCELERATE CONFERENCE REGISTRATION	60	\$0.00	\$0.00	\$0.00
Annual Payment 11	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	133	\$83,206.22	\$0.00	\$83,206.22
Annual Payment 11	Fleet3A	Fleet 3 Advanced	4	\$2,077.88	\$0.00	\$2,077.88
Annual Payment 11	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$68,300.87	\$0.00	\$68,300.87
Annual Payment 11	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$83,097.62	\$0.00	\$83,097.62
Annual Payment 11	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	133	\$495,346.15	\$0.00	\$495,346.15
Annual Payment 11	ProLicense	Pro License Bundle	11	\$7,919.09	\$0.00	\$7,919.09
Annual Payment 11	ProLicense	Pro License Bundle	11	\$1,601.21	\$0.00	\$1,601.21
Annual Payment 11	S00007	AXON AI - AI ERA LEADERS	133	\$64,109.12	\$0.00	\$64,109.12
Annual Payment 11	S00007	AXON AI - AI ERA LEADERS	133	\$317,019.03	\$0.00	\$317,019.03
Total				\$1,247,643.66	\$0.00	\$1,247,643.66

May 2036						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 12	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$0.00	\$0.00	\$0.00
Annual Payment 12	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	\$0.00	\$0.00	\$0.00
Annual Payment 12	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1	\$2,331.77	\$0.00	\$2,331.77
Annual Payment 12	101199	AXON AIR - SKYDIO DFR COMMAND	3	\$39,191.22	\$0.00	\$39,191.22
Annual Payment 12	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	6	\$3,671.84	\$0.00	\$3,671.84
Annual Payment 12	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$2,798.12	\$0.00	\$2,798.12
Annual Payment 12	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$2,798.12	\$0.00	\$2,798.12
Annual Payment 12	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	\$432.80	\$0.00	\$432.80
Annual Payment 12	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	300	\$0.00	\$0.00	\$0.00
Annual Payment 12	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$9,927.04	\$0.00	\$9,927.04
Annual Payment 12	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$0.00	\$0.00	\$0.00
Annual Payment 12	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	\$9,887.17	\$0.00	\$9,887.17
Annual Payment 12	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130	\$0.00	\$0.00	\$0.00
Annual Payment 12	20248	AXON TASER - EVIDENCE.COM LICENSE	130	\$2,338.35	\$0.00	\$2,338.35
Annual Payment 12	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$3,525.64	\$0.00	\$3,525.64
Annual Payment 12	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$697.29	\$0.00	\$697.29
Annual Payment 12	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$1,030.55	\$0.00	\$1,030.55
Annual Payment 12	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$203.83	\$0.00	\$203.83
Annual Payment 12	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$24,444.41	\$0.00	\$24,444.41
Annual Payment 12	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$4,833.52	\$0.00	\$4,833.52
Annual Payment 12	73681	AXON RECORDS	13	\$0.00	\$0.00	\$0.00
Annual Payment 12	73681	AXON RECORDS	30	\$4,145.77	\$0.00	\$4,145.77
Annual Payment 12	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	\$254.73	\$0.00	\$254.73
Annual Payment 12	80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	2	\$38.52	\$0.00	\$38.52
Annual Payment 12	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	132	\$1,098.21	\$0.00	\$1,098.21
Annual Payment 12	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	46	\$3,207.55	\$0.00	\$3,207.55
Annual Payment 12	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	46	\$3,439.34	\$0.00	\$3,439.34
Annual Payment 12	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	46	\$2,405.66	\$0.00	\$2,405.66
Annual Payment 12	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	92	\$5,460.03	\$0.00	\$5,460.03
Annual Payment 12	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	4	\$1,611.72	\$0.00	\$1,611.72
Annual Payment 12	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Annual Payment 12	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	46	\$1,441.59	\$0.00	\$1,441.59
Annual Payment 12	99901	AXON ACCELERATE CONFERENCE REGISTRATION	60	\$0.00	\$0.00	\$0.00
Annual Payment 12	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	133	\$87,366.55	\$0.00	\$87,366.55
Annual Payment 12	Fleet3A	Fleet 3 Advanced	4	\$2,181.80	\$0.00	\$2,181.80
Annual Payment 12	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$87,252.50	\$0.00	\$87,252.50
Annual Payment 12	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$71,715.92	\$0.00	\$71,715.92
Annual Payment 12	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	133	\$520,113.46	\$0.00	\$520,113.46

May 2036

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 12	ProLicense	Pro License Bundle	11	\$8,315.04	\$0.00	\$8,315.04
Annual Payment 12	ProLicense	Pro License Bundle	11	\$1,681.27	\$0.00	\$1,681.27
Annual Payment 12	S00007	AXON AI - AI ERA LEADERS	133	\$332,869.94	\$0.00	\$332,869.94
Annual Payment 12	S00007	AXON AI - AI ERA LEADERS	133	\$67,314.57	\$0.00	\$67,314.57
Total				\$1,310,025.84	\$0.00	\$1,310,025.84

May 2037

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 13	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$0.00	\$0.00	\$0.00
Annual Payment 13	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	\$0.00	\$0.00	\$0.00
Annual Payment 13	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1	\$2,448.36	\$0.00	\$2,448.36
Annual Payment 13	101199	AXON AIR - SKYDIO DFR COMMAND	3	\$41,150.78	\$0.00	\$41,150.78
Annual Payment 13	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	6	\$3,855.43	\$0.00	\$3,855.43
Annual Payment 13	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$2,938.03	\$0.00	\$2,938.03
Annual Payment 13	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	6	\$2,938.03	\$0.00	\$2,938.03
Annual Payment 13	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	8	\$454.43	\$0.00	\$454.43
Annual Payment 13	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	300	\$0.00	\$0.00	\$0.00
Annual Payment 13	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$10,423.40	\$0.00	\$10,423.40
Annual Payment 13	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	3	\$0.00	\$0.00	\$0.00
Annual Payment 13	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	\$10,381.53	\$0.00	\$10,381.53
Annual Payment 13	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130	\$0.00	\$0.00	\$0.00
Annual Payment 13	20248	AXON TASER - EVIDENCE.COM LICENSE	130	\$2,455.26	\$0.00	\$2,455.26
Annual Payment 13	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$732.16	\$0.00	\$732.16
Annual Payment 13	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$3,701.92	\$0.00	\$3,701.92
Annual Payment 13	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$1,082.08	\$0.00	\$1,082.08
Annual Payment 13	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$214.03	\$0.00	\$214.03
Annual Payment 13	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$5,075.19	\$0.00	\$5,075.19
Annual Payment 13	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	14	\$25,666.63	\$0.00	\$25,666.63
Annual Payment 13	73681	AXON RECORDS	30	\$4,353.06	\$0.00	\$4,353.06
Annual Payment 13	73681	AXON RECORDS	13	\$0.00	\$0.00	\$0.00
Annual Payment 13	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	153	\$267.46	\$0.00	\$267.46
Annual Payment 13	80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	2	\$40.45	\$0.00	\$40.45
Annual Payment 13	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	132	\$1,153.12	\$0.00	\$1,153.12
Annual Payment 13	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	46	\$3,367.92	\$0.00	\$3,367.92
Annual Payment 13	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	46	\$3,611.30	\$0.00	\$3,611.30
Annual Payment 13	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	46	\$2,525.94	\$0.00	\$2,525.94
Annual Payment 13	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	92	\$5,733.04	\$0.00	\$5,733.04
Annual Payment 13	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	4	\$1,692.31	\$0.00	\$1,692.31
Annual Payment 13	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Annual Payment 13	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	46	\$1,513.67	\$0.00	\$1,513.67
Annual Payment 13	99901	AXON ACCELERATE CONFERENCE REGISTRATION	60	\$0.00	\$0.00	\$0.00
Annual Payment 13	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	133	\$91,734.88	\$0.00	\$91,734.88
Annual Payment 13	Fleet3A	Fleet 3 Advanced	4	\$2,290.89	\$0.00	\$2,290.89
Annual Payment 13	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$75,301.70	\$0.00	\$75,301.70
Annual Payment 13	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$91,615.12	\$0.00	\$91,615.12
Annual Payment 13	M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	133	\$546,119.15	\$0.00	\$546,119.15
Annual Payment 13	ProLicense	Pro License Bundle	11	\$1,765.33	\$0.00	\$1,765.33
Annual Payment 13	ProLicense	Pro License Bundle	11	\$8,730.80	\$0.00	\$8,730.80
Annual Payment 13	S00007	AXON AI - AI ERA LEADERS	133	\$70,680.30	\$0.00	\$70,680.30
Annual Payment 13	S00007	AXON AI - AI ERA LEADERS	133	\$349,513.44	\$0.00	\$349,513.44
Total				\$1,375,527.14	\$0.00	\$1,375,527.14

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

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and the Master Services and Purchasing Agreement between Axon and Customer dated October 1, 2025, 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.

Agency may add up to 20 additional users/devices at the pricing provided under this Quote (see Attachment A) within 5 years from the Quote date for the following products: Unlimited Premium With VR, Axon Air, Axon AI - AI Era Leaders, Fleet 3 Advanced Renewal, Fleet 3 Advanced, Officer Safety Plan 10 Premium 10YR. The right to order at the current price will expire upon the earlier of 5 years from the date of the Quote or when the 20 additional users have been exhausted, whichever occurs first. Any orders exceeding this threshold will be subject to pricing and terms in effect at the time of order placement, which may differ from the prices reflected in the Quote.

During Years 5-7, the Agency may add additional users for the aforementioned products at a 4% cost increase to the pricing under this Quote.

Notwithstanding the foregoing, Agency may opt out of the RMS program up until the Go Live date to be agreed upon between the Parties by providing Axon written notice of Agency's intent to opt out at least 120 days prior to the applicable Go Live date as outlined herein. For avoidance of doubt, such opt out right is a one-time right that only applies to the items noted herein and expires 120 days prior to the Go Live date. In the event the Agency invokes the right to opt out in accordance with the above terms, Agency remains responsible for any hardware received, subscriptions utilized, and any and all services received, to be based on the percentage of services completed as noted under the weekly updates between the Parties.

Cradlepoint Terms and Conditions:

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

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-413347, Q-437099, Q-461034, Q-466788, Q-469136, Q-478031, Q-508957, Q-524424, Q-538026, Q-545877, Q-549539, Q-556508, Q-559790, Q-585480, Q-611898

Agency is terminating those contracts effective 10/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$46,627.66

Any credits contained in this quote are contingent upon payment in full of the following amounts which Axon agrees have been paid in full at the execution of this quote:

Q-413347 - INUS302888 - 12/2/2024 - \$382,561.59

Q-508957 - Pending - 8/24/2023 - \$9,087.30

Q-524424 - INUS214060 - 12/28/2023 - \$46,519.36

Q-524424 - INUS215303 - 1/1/2024 - \$12,308.55

Q-524424 - INUS310703 - 1/2/2025 - \$12,308.55

Q-549539 - INUS302713 - 12/2/2024 - \$11,067.66

Q-556508 - INUS302728 - 12/2/2024 - \$4,125.12

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

Attachment A - Price Hold

Bloomington PD Price Hold (Q-663634)					
SKU:	Product Name	Subscription Cost Per User/Device	Year 6 Cost	Year 7 Cost	
M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	\$ 420.21	\$ 437.02	\$ 454.50	
B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	\$ 306.96	\$ 319.24	\$ 332.01	
ProLicense	Pro License Bundle	\$ 54.52	\$ 56.70	\$ 58.97	
S00007	AXON AI - AI ERA LEADERS	\$ 178.89	\$ 186.05	\$ 193.49	
Fleet3A	Fleet 3 Advanced	\$ 248.69	\$ 258.64	\$ 268.98	
Fleet3ARe	Fleet 3 Advanced Renewal	\$ 189.57	\$ 197.15	\$ 205.04	
101199	AXON AIR - SKYDIO DFR COMMAND (T-MOBILE)	\$ 830.00	\$ 863.20	\$ 897.73	
SKU:	Product Name	Hardware Cost	Year 6 Cost	Year 7 Cost	
H00001	AB4 Camera Bundle	\$ 899.00	\$ 934.96	\$ 972.36	
H00002	AB4 Multi Bay Dock Bundle	\$ 1,638.90	\$ 1,704.46	\$ 1,772.63	
101738	Axon Air - Skydio X10 Patrol HW Kit	\$ 20,231.00	\$ 21,040.24	\$ 21,881.85	

Agency Signature

Date Signed

Signed by:
Robert E. Driscoll, Jr.
55DAEBB131A4424...

8/25/2025 | 1:43 PM MST

Axon Signature

Date Signed



AXON

STATEMENT OF WORK
FOR THE
IMPLEMENTATION OF
AXON RECORDS AND
STANDARDS FOR
BLOOMINGTON, IL PD
("SOW")

Submitted By:
Axon Enterprise, Inc. (Axon)
17800 North 85th Street
Scottsdale, AZ 85255



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1. PROJECT OVERVIEW

This document serves as an overview of the Axon Records project. Axon Records and Axon Standards are cloud-native software solutions provided as a SaaS subscription.

1. SOFTWARE

The software detailed in this SOW includes, but is not limited to, the listed functionality:

AXON RECORDS	▶ Attachments ▶ Audit Trail ▶ Axon DataStore ▶ Case Management ▶ Configurable Forms and Fields ▶ Crimes, Productivity, and Cases Analytics ▶ Distribution Management ▶ Employee Management ▶ Expungement ▶ Field Interviews ▶ Incident Reporting ▶ Master Index Alerts ▶ Master Vehicle Alerts	▶ Master Vehicle Index ▶ Illinois NIBRS State Reporting ▶ Physical Property & Evidence Entry ▶ Evidence Lab Testing Requests to ISP and Results ▶ Chain of Custody and Evidence Releases ▶ Print Auditing ▶ Records Requests ▶ Redaction ▶ Restrictions ▶ Sealing ▶ Search ▶ Supplements
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	▶ Field Alerting Across Platform ▶ Master Location Index ▶ Master Name Index ▶ States Attorney Review and Communication Process	▶ User permission Management ▶ Warrants ▶ Bookings ▶ Permits ▶ Phot Lineup ▶ Confidential Source Management (secure)
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AXON STANDARDS

- ▶ Attachments
- ▶ Citizen Compliant
- ▶ Configurable Forms and Fields
- ▶ Early Intervention (EIS)
- ▶ Early Intervention (EIS) and Use of Force Analytics
- ▶ Deployment Analytics
- ▶ Internal Affairs Investigative Case Management
- ▶ Background Investigations
- ▶ Confidential Source Tracking
- ▶ Official Advanced Funds (OAF) Tracking
- ▶ Officer Inspections
- ▶ Internal Complaint
- ▶ Redaction
- ▶ Restrictions
- ▶ Use of Force
- ▶ Show of Force
- ▶ Vehicle Collision
- ▶ Vehicle Pursuit
- ▶ Professional Development
- ▶ SWAT Deployment
- ▶ Drone Deployment
- ▶ Traffic Crash Reconstruction Deployment
- ▶ CNU Deployment
- ▶ SWAT Training
- ▶ General Training Records
- ▶ Field Training Records
- ▶ Evidence Audits



2. DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Bloomington, IL PD who is identified within this SOW
End-Users	Specific agency groups using the system
Professional Services	The services that Axon provides within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and agency-specific interfaces developed by Axon
CJIS	The Federal Bureau of Investigation's criminal justice information system
MDC	Mobile data computer – a device associated within a vehicle or other mobile unit
NIBRS	National Incident-Based Reporting System
DataStore	The database Axon provides allowing the agency to query data
Product	The software solution being implemented as part of this SOW
Production Environment	The operational environment where the product is accessed
Training Environment	The pre-production environment where all Axon-specific development, configuration, functional acceptance testing, user acceptance testing, and training take place. The training environment does not impact the production environment's performance.



Service Portal	An online portal provided by Axon where issues identified are entered and triaged
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and the agency if a material change in scope is required for this SOW
Milestone	Event that constitutes completion of work as listed in Attachment A
Milestone Completion Report	The report outlined in Attachment A to be executed at key milestones between agency and Axon to approve completion of project phases
Discovery Phase	Requirements gathering and confirmation occurs during this phase. Confirmed requirements feed the sprint phase, and sprints are designed around what can and cannot be accomplished given time and resource constraints on both Axon and the agency's sides.
Design Build Phase	Project phase encompassing iterative development through sprints. Integrations and workflows are developed and deployed during this phase. The agency forms are also configured during this phase.
Sprint	A period during the configuration phase of the project (typically 2-3 weeks) where specific pieces of functionality are built, configured, and delivered.



Sprint Review	Signifies the end of the sprint where Axon showcases what was built, configured, and delivered. These items are then deemed ready for functional acceptance testing and user acceptance testing.
Go-Live	End-users are activated, and the agency is actively using the product
Cutover	Successful implementation of interfaces, data conversion, and NIBRS state and federal certification
Third-Party Products and Services	Software, hardware, and services that are not owned by Axon but are being provided by Axon for this project as listed in the Third-Party Products and Services section
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing (FAT)	Testing the functionality of the system as configured for the agency
Integration Acceptance Testing	Scheduled events for testing of each integration point and associated functionality in collaboration with the agency and the agency's vendors
User Acceptance Testing (UAT)	Testing the functionality of the system as configured for the agency from an end-user's perspective

3. OUT OF PROJECT SCOPE



Axon is only responsible for performing the professional services described within this SOW. Any additional professional services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this project:

- ▶ Administration, management, or support of any internal city, county, state, federal, or agency IT network or infrastructure
- ▶ Changes made by the agency or the agency's vendors after the Interface Requirements Documentation has been accepted
- ▶ Third-party products and services costs related to the vendors or agency's side of the integration
- ▶ Changes made by the agency after configuration is complete



2. PROFESSIONAL SERVICES

2.1 GENERAL

The agency provides a master charge table that Axon loads. Axon provides the appropriate structure to the agency.

2.2 REPORTING AND DATASTORE

- ▶ The access to the DataStore includes read-only access to prescribed views of data which are made available from the entry of data using the Axon Records User Interface.
- ▶ Axon provides the agency with a data dictionary and/or other appropriate documentation.
- ▶ Axon provides the following analytics reports as part of the Records system: Crimes, Productivity, and Cases
- ▶ Axon provides the following analytics reports as part of the Standards system: Use of Force, Early Intervention (EIS)
- ▶ If Axon provides reports for specific purposes as indicated, it is the responsibility of the agency to maintain them after Go-Live.

2.3 AXON CONFIGURATIONS

- ▶ Axon will connect the agency's current crime mapping solution (Lexis Nexis Community Crime Mapping) to the Axon DataStore.
- ▶ To utilize certain systems, no integration is necessary; however, access to the Axon Records DataStore is required. This access may necessitate action by the customer, their third-party vendor, or Axon. Axon will furnish credentials/access to the Axon Records DataStore. It is understood that any work or changes associated with creating queries to access the data are the responsibility of the customer or their vendor, and Axon bears no liability in this regard. The



Axon Records DataStore is provided on an as-is basis, and any requests for custom views, queries, or connections will be subject to review within the standard change order process.

- ▶ Below is a partial list of additional forms that Bloomington, IL PD may request to add to the Axon system. These forms are used by officers and investigators to supplement their Incident Reports/Case in the RMS:
- ▶ Agencies will be able to view some information between agencies. The data available to share at each agencies discretion may include:
 - ▶ Master Name Index Records and historical data
 - ▶ Master Vehicle Index Records and historical data
 - ▶ Master Location Index Records
 - ▶ Master Property Index
 - ▶ Incident information
 - ▶ Warrant information
 - ▶ Citation information
- ▶ As part of the consortium deployment, participating agencies – including but not limited to Normal, IL PD – will share resources and have the ability to establish data-sharing relationships. This will enable users to search and view each other's data directly within the Axon Records UI.
- ▶ Axon will provide limited user licenses for agencies approved by the Bloomington Police Department to access Bloomington Records, at their discretion. This may include users at the state's attorney's office. The users at the state's attorney's office can be issued limited access licenses at no additional charge.

Add-on Agency Scenarios:

Scenario 1: Shared Axon Records Access Through Bloomington, IL PD (No Cost Implementation)

- ▶ Overview
 - Purpose: Outline the process and responsibilities for external police agencies seeking to use the Bloomington, Illinois Police Department's Axon Records system.
- ▶ License Requirement



- Each external agency must purchase Axon Records user licenses.
- Licenses apply only to the number of users from the additional agency.
- This option only applies to agencies sized 1-35 sworn users.
- ▶ Access to Bloomington PD's Axon Records Instance
 - External users will receive logins to Bloomington PD's instance of Evidence.com.
 - All records activity will occur within the Bloomington PD Axon Records build. Axon Records will report NIBRS to the various "add on" agency's individual ORIs.
 - This approach enables agencies to bypass separate implementation fees that would typically apply to standalone deployments.
- ▶ Limitations for Add-On Agencies
 - External agencies will not have direct integration between their own digital evidence management (evidence.com) and Axon Records.
 - Body-worn camera videos will not automatically suggest or attach into reports. Users will have to either case share the evidence first or copy and paste a hyperlink into their reports.
 - Each agency must manage its own Evidence.com instance for digital evidence (e.g., videos, photos) in their own evidence.com environments
 - Add on agencies will be at the behest of Bloomington PD's changes and updates to some aspects of the RMS. IE new forms and form fields.
- ▶ Impact on Bloomington PD as Host Agency
 - Users outside of their agency will have access to their master indices and may operate outside of SOPs established best practices enforced by Bloomington PD. IE creating duplicate names, vehicles, locations etc.
 - Bloomington PD must conduct training of "add on" users.

Scenario 2: Axon Records Deployed in Add-On Agency's Evidence.com, Based on Bloomington PD's Build

- ▶ Eligibility



- Agencies must officially join the consortium and sign both a contract and Statement of Work prior to the initial project kick-off date: February 1, 2026. Go-Live must occur before December 1, 2027 to avoid triggering a contract renewal with Caliber.
- ▶ Payment Terms
 - Fees will be due at the time of Go-Live, with the option to distribute payments evenly over a 5-year period starting from the Go-Live date.
- ▶ Cost Distribution
 - Implementation fees may be shared between add on agencies that implement as one shared project.
- ▶ Implementation costs:
 - A fixed flat rate not to exceed \$195,000 per agency.

2.4 READINESS

- ▶ Axon works in partnership with the agency to determine readiness by conducting functional testing and an end-to-end system review. The Axon program manager and the agency project manager work closely together to plan and execute readiness scenarios.
- ▶ Axon conducts user acceptance testing via use cases approved by Axon and the agency.
- ▶ All issues discovered during and after training are entered into the service portal for triage and follow-up.

2.5 TRAINING

Axon works with the agency to identify the agency trainers receiving instruction on the Axon Records, Standards, and/or Dispatch products. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training.



FORMAT

Axon provides the agency with all the necessary training materials and digital assets to facilitate any of the training formats listed below. Training sessions are conducted in an environment containing necessary configurations, forms, and workflows. Any additional training beyond the selected method is subject to adjustments in pricing. Contact your sales representative for more information.

It is the responsibility of the agency to deliver and update the training materials to include agency policies and procedures.

TRAIN THE TRAINER

Axon trains the agency's recommended users (no more than 15 users per session depending on the size of the agency) in full system functionality. This is typically the agency's trainers, or training academy/FTO staff. The agency's trainers are responsible for training all agency end users. Axon provides all training materials for successful training and assists the agency's trainers in creating the course and training schedule.

SCHEDULE:

The training plan contains an agreed-upon schedule that makes efficient use of time and resources to avoid undue staffing impacts on the agency. Training sessions occur after the User Acceptance Testing has been successfully completed and documented.

- ▶ Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Friday) during normal business hours (9am-6pm with an hour break in between sessions).
- ▶ Training sessions required past the agreed-upon schedule in the training plan, regardless of delivery method, are the responsibility of the agency, unless agreed upon previously by the project team and training team management.



2.6 GO-LIVE

Axon works in partnership with the agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.



3 INTERFACES

The agency tasks related to interface setup start immediately after project kick-off. It is critical for the agency interface subject-matter experts (SME) and Axon project interface resources to work closely together to scope, set-up, and test all interfaces.

The agency must provide any relevant technical documentation per interface to Axon.

The agency facilitates any necessary meetings with all third-party system vendors where integration is required.

Axon provides any relevant Axon API documentation to the agency.

Axon conducts integration acceptance testing demonstrating the functionality of each integration to the agency.

The agency must notify Axon of any changes to the agency's side of the integration that are beyond Axon's control and may impact the integration.

3.1 AGENCY INTERFACES

- 3.1.1 **Records | Tyler CAD | Call For Service:** Axon will import Call For Service (CFS) information from the Tyler CAD system. Ingested CFS data will be used to automatically create a shell Incident Report (TASK) in Axon Records, assigned to the responding/primary officer from the CAD CFS Event. This integration may (depending on CAD Vendor technologies) pull in related NCIC inquiry returns if attached/incorporated within the CFS Event Data, into the CFS Side Panel within the Axon Records Incident Report. Additional customization and workflows may be added to ingest CFS Data and will be specified in Interface Requirement Documentation after Agency Discovery sessions. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.
- 3.1.2 **Records | Tyler Enforcement Mobile | Collision:** Axon will import collision data from the Tyler Enforcement Mobile system into Axon Records. The data will be imported into a pre-built and delivered standalone form in Axon Records, and the Collision standalone form will automatically finalize upon import. The Collision data ingested from the 3rd party product will include only that data visible within the Collision standalone form and will include an



Attachment (.PDF) copy of the finalized version of the 3rd Party Collision Report (when available from the vendor). During ingestion, data will be matched or ingested as new into the master name and master vehicle index for easy search and later use on other Incident reports. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.

- 3.1.3 **Records | Tyler Enforcement Mobile | Citation:** Axon will import citation data from the Tyler Enforcement Mobile system into Axon Records. The data will be imported into a pre-built and delivered standalone form in Axon Records, and the Citation standalone form will automatically finalize upon import. The Citation data ingested from the 3rd party product will include only that data visible within the Citation standalone form and will include an Attachment (.PDF) copy of the finalized version of the 3rd Party Citation (when available from the vendor). During ingestion, data will be matched or ingested as new into the master name and master vehicle index for easy search and later use on other Incident reports. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.
- 3.1.4 **Records | NIBRS | State Reporting:** Axon RMS will comply with Federal and State National Incident Based Reporting System (NIBRS) guidelines and requirements to ensure accurate reporting within acceptable state thresholds. Axon will facilitate data submission based off of state specifications via web service integration or manual export and upload. NIBRS Certification is a separate requirement and timeline from Final MCR that will be determined in collaboration with the Agency's Records Department, the Axon Compliancy Team, and State UCR/NIBRS Program.
- 3.1.5 **Records | E-Court/ Journal Technologies | Warrants Import:** Axon will provide an interface to ingest data to include Full Name, PII, charges, and specific judicial information, from the E-Court/ Journal Technologies warrant platform. Once ingested, warrant information will be available within Axon Records, and persons will be flagged (by a colored alert indicator and verbiage), with the fact that there is an outstanding warrant associated to them. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.
- 3.1.6 **Records | Third Party BI Tool:** Axon will connect the agency's 3rd party analytics tool of the agency's choosing to the Axon DataStore



3.1.7 **Records | Boomi** | Axon will work with the engineers managing the Boomi integration platform. Axon PSO will assist the customer/ Boomi to gain connectivity to the Axon Records DataStore and provide guidance and support to the Boomi integration engineers as they build extraction scripts to pull and push data between the agency's Axon Records DataStore and the Boomi integration platform. Integrations for ATIMS Booking, ATIMS, Jail Management, and E-Court, Journal Technologies in 3.1.4, 3.1.5, and 3.1.7 will occur via an integration with Boomi.



4 DATA CONVERSION

Axon implements a structured methodology for converting data from the agency's legacy system to the product. The agency is responsible for providing Axon with extracted data in a format that can be used by Axon for import. The preferred method for delivering legacy data to Axon is by using the Microsoft Data Migration Assistant. The next best method is for the agency to send the data in .bacpac file format to Axon. If neither method is available, a direct query through the Microsoft Self Hosted Integration Runtime (SHIRt) can be used.

Axon queries the data to identify completeness, missing values, and other measures of data integrity across records and provides the agency with detailed findings. The agency may or may not elect to process the data further to address completeness or may have Axon move forward with the conversion process.

The data and operational expertise of the agency's staff are necessary for questions that arise. Thus, it is critical that a member of the agency's team be available to support the data conversion portion of the project.

This process is considered complete once the last set of data has been converted and available within the product and the agency has confirmed validation of the converted data. Axon does not provide ongoing maintenance of the converted data.



4.1 DESCRIPTION OF ROLES AND RESPONSIBILITIES BETWEEN THE AGENCY AND AXON:

The agency should be prepared to:

- ▶ Provide a subject-matter expert (SME) and provide availability for consultation throughout the project.
- ▶ Facilitate meetings with all third-party system vendors where data conversion is necessary, as required by Axon.
- ▶ Extract and provide the data to Axon in an agreed-upon format.
- ▶ Address data quality by the agency prior to provisioning to Axon.
- ▶ Minimize the amount of business logic and file processing prior to conversion where possible.
- ▶ Provide a data dictionary to define all elements of the legacy data.
- ▶ Provide an entity relationship diagram of the legacy database, if available.
- ▶ Collaborate with Axon to map the data from the legacy data structures and formats into the product.
- ▶ Data conversion and data conversion reviews are critical to success. Throughout the data conversion, requirements planning, and review process, the agency project team and Axon data conversion project resource work closely together to ensure success.

4.2 AGENCY DATA CONVERSIONS

4.2.1 Caliber Property and Evidence | Records Data Conversion

The agency will convert existing reports to PDFs, which Axon will import into Axon Records and attach to incident report shells. Using agency-provided CSV files, Axon will generate standalone property and evidence forms containing key data such as property and incident numbers, and historical chain of custody records. The final scope of data conversion will be defined during the discovery phase of the



project. The agency will link the standalone forms, including ISP Forensic Lab forms and reports to the corresponding incident PDF shells on a case-by-case basis as needed.

4.3 LEGACY SOFTWARE UPDATES

During the data conversion process, Axon builds rules to govern the mapping of data from your legacy database into the Axon Records and Axon Standards databases. If your legacy vendor changes your legacy database structure during the data conversion project, the accuracy of the data conversion could be compromised.



5 THIRD-PARTY PRODUCTS AND SERVICES

To deliver a complete solution to the agency, Axon employs third-party products and services providers.

Axon is responsible for the management of third parties identified below for the purposes of this project. All communications between those third parties, the agency, and Axon is managed by Axon including any supporting requirements, integration acceptance testing, functional acceptance testing, or the processing of PCO or MCR documentation.

The following third-party products and services are included within the scope of this SOW:

5.1 MICROSOFT SELF HOSTED INTEGRATION RUNTIME (“SHIRT”)

- ▶ Included within this project is software that allows integrations within the agency’s local environment to communicate with Axon’s cloud hosted environment.
- ▶ The agency agrees to provide a CJIS server and operating environment for hosting the Self Hosted Integration Runtime. The minimum technical requirements are:
 - ▶ Windows 8.1, 10, 11 or Server 2012, 2012 R2, 2016, 2019, 2022
 - ▶ 64-bit Operating System with .NET Framework 4.7.2 or above
 - ▶ 2 GHz, 4 core CPU, 8 GB Memory and 80 GB disk
 - ▶ A virtual machine installed on a CJIS server will also suffice. It does not need to be a standalone, dedicated CJIS server.



5 NIBRS CERTIFICATION

Axon works in partnership with the agency to complete the NIBRS certification process with the state. Axon trains appropriate personnel within the agency to perform corrective action to Incident Reports, and ensure representative data is captured in alignment with NIBRS reporting standards.

The NIBRS certification process includes:

- ▶ Training agency personnel on the processing and critical review stages of all generated incident reports to ensure required NIBRS reporting compliance data is captured
- ▶ Training agency personnel to perform periodic checking and submission preparation audit of the incidents which contain NIBRS reporting data
- ▶ Training agency personnel to conduct a monthly NIBRS export report of the incidents to the state in the manner determined by the state
- ▶ Working with the agency to update codes, statutes, entity relationships, and any unmatched data the state rejects as part of the NIBRS test submission process through certification

6.1 CUTOVER

Axon works in partnership with the agency to build, coordinate, and execute a cutover plan to ensure successful implementation of interfaces, data conversion, and NIBRS state and federal certification. Some of these cutover events happen in parallel with the system implementation process, and Axon coordinates with the agency to determine the timing requirements for each cutover.



7 GO-LIVE CONTINGENCY

At the agency's discretion, they may elect to go-live before all project deliverables are complete. Upon completion of all project deliverables, exclusive of the deliverables identified below, the Final Acceptance MCR will be submitted to the agency for review and signature. Upon acceptance of the Final MCR, the agency will be invoiced for full payment as quoted. This does not relieve Axon from completing the applicable deliverables, and Axon will continue supporting the agency with the completion of these deliverables as the availability of functionality allows.

1. Integrations
2. Data Conversions
3. NIBRS Certification
4. Multi-Jurisdiction Functionality



8 PROJECT MANAGEMENT

8.1 MANAGEMENT RESOURCES

8.1.1 Axon Team

- ▶ **Executive Sponsor:** An Axon executive overseeing the implementation process and communicating progress to Axon Leadership.
- ▶ **Program Manager:** The dedicated point of contact and person responsible for successful deployment.
- ▶ **Business Analyst:** One of the main executors of the agency's and PM's deployment plan. Holds responsibility for ensuring the project accounts for all specific data elements, and that internal systems are set up and maintained throughout deployment.
- ▶ **Solution Architect:** the technical lead on the project. Holds responsibility for the development and execution of technical initiatives affecting other teams.
- ▶ **Customer Success Manager:** Holds responsibility for post-implementation and ongoing support.
- ▶ **Training Specialist:** Provides training to the agency on the applications being deployed.



8.1.2 Agency Team

- ▶ **Executive Sponsor:** This role is a career police department leadership role with deep understanding of the agency. Business sponsor responsible for the success of the project.
- ▶ **Project Manager:** This role requires experience managing enterprise cloud-based software project delivery experience and strong foundational technical experience.
- ▶ **Integrations Manager:** This role requires strong foundational experience in technology solutions and application integration. This role also requires fluency in all agency project-relevant data sources, application integrations, and existing custom-developed applications, queries, and reports.
- ▶ **IT Administrator:** This role requires strong foundational experience in systems administration and network management, fluency in all agency network-related processes, sequence and timing of recurring process jobs, reconciliation, etc. This role also requires fluency in the overlap, vulnerabilities, and disaster recovery protocols associated with agency IT infrastructure.
- ▶ **Records Supervisor:** This role provides strong foundational experience in records management, agency policies, compliance activity, and standard operating procedures. This role also provides fluency in all processes associated with close activity, special processes, and queries to manage bulk actions, as well as a detailed understanding of data elements that support special compliance obligations.
- ▶ **Patrol Lead:** This role requires strong foundational experience in field policies related to data collection, records initiation, and categorization of the numerous forms of citizen interaction. This role also requires fluency in the policies



associated with records creation, supplements, amendments, checkpoints, routing, case management, and determination of records outcomes.

- ▶ **Reporting Analyst/Lead:** This role requires strong foundational experience in ad-hoc, daily, weekly, and monthly reporting policies and compliance across local, state, and federal entities. This role also requires fluency in all agency reporting processes, including queries, scripts, and custom applications utilized for all bulk processing to support reporting requirements.

8.2 REQUIREMENTS PLANNING

All project requirements are documented during the kick-off and discovery phases of the project.

Once the agency and Axon agree on all requirements, Axon's project manager works with the agency's project manager to develop a project plan for Axon's implementation.

8.3 CHANGE CONTROL

If any changes in the project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon between the agency and Axon. All PCO forms must be approved and signed by the agency authority ([Attachment B](#)).

The agency acknowledges a proposed change request might have an impact on both scheduling and cost for the project that will be outlined in the PCO form.



8.4 PROJECT METHODOLOGY

Axon utilizes a hybrid approach to project management, utilizing aspects of both Agile and Waterfall methodologies. We use Waterfall for the overall project, with respect to major milestones. We utilize Agile during the configuration and build phases of the project.

8.4.1 Consortium Project Methodology

To achieve the intended efficiencies and functional alignment of a multi-agency Records Management System implementation, this project shall be executed under a unified methodology that treats the consortium of participating agencies as a single operating entity.

While certain deliverables and activities will remain agency-specific due to operational or technical distinctions, the project will be managed through a shared framework, encompassing:

- A consolidated project toolkit
- A unified governance structure
- A centralized project schedule

This shared approach is critical to maintaining consistent implementation practices, preserving efficiencies, and aligning the configuration, testing, and go-live efforts across all member agencies.

The selected project methodology acknowledges a continuum of collaboration, and the level of shared versus agency-specific execution will be determined jointly by Axon and the consortium, based on value drivers and organizational constraints.

In the framework below, where project activities or deliverables are marked as “Consortium,” participating agencies are expected to engage jointly and make decisions collectively, with minimal



deviation allowed. Likewise, project activities or deliverables marked as “Agency-Specific” items will be addressed independently per agency.

To derive the maximum benefit from the consortium model, agencies must agree to operate under a common implementation approach for the majority of the project lifecycle, balancing agency autonomy where essential with shared execution where advantageous.

The below table identifies the Activities, Artifacts, and Deliverables that are common to the consortium, in addition to those that are agency-specific:

PHASE	CONSORTIUM ACTIVITIES	AGENCY-SPECIFIC ACTIVITIES	CONSORTIUM DELIVERABLES	AGENCY-SPECIFIC DELIVERABLES
Project Initiation Kickoff	▶ Project Team Meet and Greet ▶ Setup Agency Sandbox environment ▶ Setup Agency PMIS (project toolkit) ▶ Project Kick- Off Meeting	▶ Inventory available agency artifacts	▶ Project Kick- Off Presentation ▶ Project Toolkit NIBRS-compliant agency Sandbox environment	



Discovery (Requirements Planning)	▶ Develop understanding of consortium operations ▶ Identify reporting requirements, including state-specific NIBRS submissions ▶ Identify key product features and functionality required to accommodate operations	▶ Develop understanding of agency operations ▶ Identify required agency Integrations, including directionality and content ▶ Data Migration discovery – Source systems of record	▶ Scope Baseline and Gap Analysis ▶ Detailed project schedule (updated) ▶ Build Status ▶ Detailed build sprint plan ▶ IRD Part A for integrations and conversions	▶ Form Inventory
Design Build (Multiple, iterative cycles)	▶ Agency Configurations ▶ Form Design & Development (~80%)	▶ Form Design & Development (~20%) ▶ Agency Integrations	▶ Configuration Management Plan ▶ Configurations complete in Sandbox	▶ Integration Plan ▶ Datastore is active and accessible to Agency for Sandbox



PHASE	CONSORTIUM ACTIVITIES	AGENCY-SPECIFIC ACTIVITIES	CONSORTIUM DELIVERABLES	AGENCY-SPECIFIC DELIVERABLES
	▶ Functional Test Plan ▶ Iterative Functional Testing: ▶ Develop FuncXonal Test Plan (Build Review) ▶ Schedule Functional Testing ▶ Execute Functional Testing ▶ Review Results ▶ Schedule Contingency Functional Testing on Remaining Items	▶ Set Up DataStore ▶ Build Data Migrations	- environment ▶ Data Dictionary	- environment ▶ IRD Part B for integrations and conversions



Validate	▶ User Acceptance Testing: ▶ Develop User Acceptance Test Plan ▶ Schedule User Acceptance Testing ▶ Execute User Acceptance Testing ▶ Review Results ▶ Confirm Training and Go- Live Readiness	▶ Integration Testing: • Schedule Integration Testing • Execute Integration Testing • Review Integration Testing Results • Schedule Contingency Integration Testing Open Items ▶ Conversion Testing: • Schedule Conversion	▶ User Acceptance Test Plan	▶ Integration Test plan ▶ Conversion Test plan
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PHASE	CONSORTIUM ACTIVITIES	AGENCY-SPECIFIC ACTIVITIES	CONSORTIUM DELIVERABLES	AGENCY-SPECIFIC DELIVERABLES
		Testing • Load sample payloads from source system into agency Sandbox • Review Conversion Testing Results • Resolve identified discrepancies and execute additional validations		



Training	▶ Planning: ▶ Define list of Trainees/ Roles ▶ Review Training Curriculum with Agency ▶ Schedule Training ▶ Execute Training: ▶ Confirm Go- Live Readiness	▶ Update Agency SOPs (as needed)	▶ Training Plan ▶ Training Curriculum	
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PHASE	CONSORTIUM ACTIVITIES	AGENCY-SPECIFIC ACTIVITIES	CONSORTIUM DELIVERABLES	AGENCY-SPECIFIC DELIVERABLES
Go- Live	▶ Agency Support Planning: ▶ Define Support Plan ▶ Assign Axon Support Resources ▶ Review Hypercare Support Model ▶ Review Sustained Support Model ▶ Go-Live and Cutover Plan Review ▶ Production Go-Live & Conversion: ▶ Execute cutover and conversion plan ▶ Confirm Successful Login and Performance ▶ Deliver Data Warehouse Connection ▶ Agency Go-Live		▶ Support Plan ▶ Go-Live and Cutover Plan ▶ Cutover Task List	
Hypercare	▶ Hypercare (60 days) ▶ Sustained Support			▶ Service Management Portal



8.5 MILESTONE COMPLETION REPORT (MCR)

Axon will submit an MCR to the agency for approval upon completion of a milestone. Milestone Completion Report included ([Attachment A](#)).

Upon receiving an MCR, the agency has 7 calendar days to approve the milestone completion. If the agency reasonably believes Axon did not complete the milestone in substantial conformance with this SoW, the agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the MCR. Axon will address the issues and re-present the MCR for signature. If Axon does not receive the signed MCR or written notification of reasons for rejection within seven (7) calendar days of delivery of the MCR, Axon will deem the agency to have accepted the milestone.



9 AGENCY COMMITMENTS

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays, or major events that may impact the project.
- ▶ Ensure agency desktop, mobile systems, and devices can access the product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access, if possible).
- ▶ Provide Axon with remote access to the agency's Axon Evidence account when required.
- ▶ Provide Axon with all CJIS background check requirements at project initiation.
- ▶ The agency agrees to pay for licenses upon completion of Go-Live.



10 SUPPORT

- ▶ Axon provides on-site Go-Live support the week the agency begins using the software.
- ▶ Axon provides ongoing support for active interfaces and NIBRS troubleshooting.
- ▶ Axon provides updates and enhancements to the product, which the agency automatically receives. Some features require the agency to notify support, so please review our monthly release notes.
- ▶ Axon provides a Onsite Technical Account Manager to provide onsite technical support to the agency for 1 year. See [Attachment C](#) for more information.
- ▶ Axon provides the agency's end users with access to the help.axon.com support portal for self-service support.
- ▶ Following final acceptance, the agency utilizes Axon support via my.axon.com and the support portal for any further modifications to the product.
- ▶ For urgent technical support assistance, the agency may contact a technical support representative at 800-978-2737. Phone support is available 24/7.



11 TERMS AND CONDITIONS

This SOW is governed by the master services and purchasing agreement executed by the parties:

AXON ENTERPRISE, INC. Signed by: Signature: <u>Robert E. Driscoll, Jr.</u> 55DAE6B131A4424... Name: <u>Robert E. Driscoll, Jr.</u> Title: <u>Deputy General Counsel</u> Date: <u>8/25/2025 1:43 PM MST</u>	AGENCY Signature: _____ Name: _____ Title: _____ Date: _____ Agency Name: _____
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ATTACHMENT A – MILESTONE COMPLETION REPORT (MCR)

By signing for the items in this Milestone Completion Report, I agree that Axon's Professional Services Organization has reached the following milestone(s) for the project agreed upon in the SOW between Axon and Bloomington, IL PD:

- ☐ Project kick-off
- ☐ Requirements completion
- ☐ Functional review and completion of configuration
- ☐ User acceptance testing
- ☐ Integrations completion
- ☐ Data conversions completion
- ☐ Completion of agency training
- ☐ Go-Live
- ☐ Final acceptance

Date services were completed on: _____ day of _____, 20__

Signature: _____

Signature Date: _____

Printed name: _____

Title: _____

Email: _____

Agency Name: _____



ATTACHMENT B – PROJECT CHANGE ORDER

Date:	
Description of change to Axon product or service:	
Justification for change:	
Effects on schedule:	
Effect on project pricing (attach quote for reduction or increase in costs):	
AXON ENTERPRISE, INC. Signature: _____ Name: _____ Title: _____ Date: _____	AGENCY Signature: _____ Name: _____ Title: _____ Date: _____ Agency Name: _____



ATTACHMENT C – AXON TECHNICAL ACCOUNT MANAGER

AXON TAM ONSITE RESPONSIBILITIES

- ▶ **Axon Technical Account Manager (TAM) Payment:** Axon invoices for Axon TAM services as outlined in the quote when the TAM commences work onsite at the agency.
- ▶ **Full-Time TAM Scope of Services:**
 - ▶ The fulltime TAM works onsite four (4) days per week from 0900 – 1700.
 - ▶ The TAM will work primarily from the Bloomington, PD location.
 - ▶ The TAM is employed by Axon and adheres to all Axon policies and procedures.
 - ▶ In the event there is a need to replace the TAM, Axon coordinates with the agency to outline timing and interim coverage.
 - ▶ Agency is responsible for ensuring the TAM has a dedicated office space to work. The office space needs to be secure, allowing for storage of electronic devices.
 - ▶ Agency needs to set-up appropriate access control procedures for the TAM. The onsite TAM requires building and parking access to ensure effective utilization. The TAM completes CJIS background clearance process to facilitate access controls.
 - ▶ The agency’s Axon support team works with the agency to define its support needs and ensures the full-time TAM has the skills to align with those needs. There may be up to a three (3) month waiting period before the full-time TAM can work onsite, depending upon the agency’s needs and availability.

The full-time TAM professional services can include, but is not limited to the following:

ONGOING SYSTEM UPDATES AND CONFIGURATIONS	▶ Manage software releases. ▶ Reviews release note with appropriate users/administrators to
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	provide insight on new features and functionality (particularly capabilities that relate to known organization pain points). ▶ Coordinate agency testing of new features and functionalities. ▶ Manage release communications (begin/end/rollback/cancellations/postponements) with administrators. ▶ Coordinate in the event of an outage. ▶ Facilitate or train on configuration changes. ▶ Coordinate with DRS training team on larger feature/system upgrades
ACCOUNT MAINTENANCE	▶ Outage communications and follow-up ▶ After action report (ARR) reviews ▶ Conduct monthly executive reviews with agency and Axon regarding Axon DRS products
DIRECT SUPPORT	▶ Onsite Troubleshooting ▶ Troubleshoot agency issues in real-time. ▶ Gather product questions and feedback from users. ▶ Triaging and overseeing MyAxon Support cases. ▶ Conduct MyAxon Support case review meetings. ▶ Directly engage with software support engineers, data analyst, and NIBRS specialists/NIBRS support engineer ▶ Prioritize feature requests/enhancements. ▶ Coordinate with software support engineers ▶ Actively participate in and successfully execute internal support processes and protocols for day-to-day functions.



	▶ Follow internal flowcharts to assist and streamline agency support needs. ▶ Assist with agency trainings. ▶ Customized support analytics ▶ Collaborative onsite troubleshooting for complex issues that may require direct involvement from the Axon software engineering team.
AGENCY ADVOCACY	▶ Liaison between the agency and Axon ▶ Helps drive pre-Go-Live deliverables to completion. ▶ Representative for the agency when participating in internal customer triage meetings/planning sessions
SUBJECT MATTER EXPERTISE	▶ Serves as an agency subject matter expert on DRS products for the following: ▶ Troubleshoot and assist with reported issues. ▶ Bridge knowledge gaps for agency personnel on new functions ▶ Work with the agency to understand product adoption and workflow change needs. ▶ Help agency personnel to become subject matter experts in their respective areas (records, investigations, patrol, crime analysis, property & evidence, etc.) ▶ Work with agency on any post-Go-Live needs for DataStore or form builder



AXON AI ERA PLAN

Force multiply with Axon AI

In public safety, every second, every officer, and every resource counts. The AI Era Plan was designed specifically to save time, streamline evidence management and help officers more effectively respond to calls in the field. This plan unlocks access to current and future* AI solutions, with no additional cost.

Price: \$199 PUPM starting July 1, 2025
\$50 off PUPM before June 30, 2025 (\$149 PUPM)

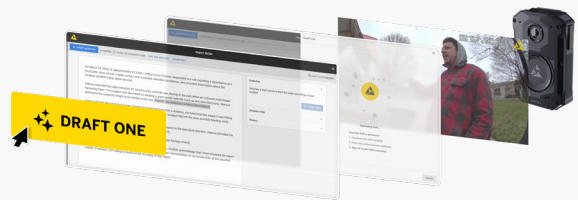
WHAT'S AVAILABLE NOW

The AI Era Plan includes the following solutions, available today:

Draft One

CUT REPORT WRITING TIME BY 50% OR MORE

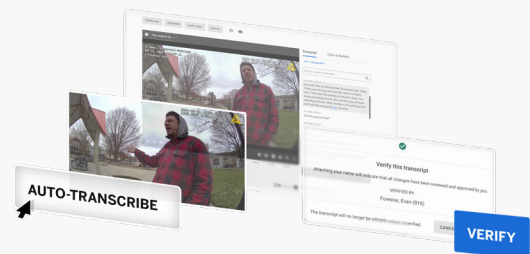
Draft One force multiplies agencies by drafting police report narratives based on body-worn camera audio. Safeguards require officers to review every report, ensuring accuracy and ownership of the information.



Unlimited Auto-Transcribe

TURBOCHARGE THE AXON ECOSYSTEM WITH UNLIMITED TRANSCRIPTIONS

Axon Auto-Transcribe saves agencies time with their transcriptions, evidence review, search capabilities, audio redactions, BWC audits and so much more.



WHAT'S ON THE HORIZON?

Axon is actively developing additional solutions that will automatically become available to you for no additional charge as part of the AI Era Plan. These are just a few of the solutions we are working on, with the commitment to deliver an ongoing stream of solutions throughout the life of your plan:

AB4 Live Translation

REAL-TIME VOICE TRANSLATION VIA AXON BODY 4

Axon Body 4 Live Translation equips officers to effectively communicate in multilingual scenarios without requiring additional backup or other devices, empowering safer and more efficient responses.

Automated People Detection

REDUCE EVIDENCE REVIEW TIME

Automated People Detection (unlimited) detects and highlights every person in a video during the upload process, making it easier to identify key moments and expediting the evidence review process.

Evidence Translation

QUICKLY TRANSLATE EVIDENCE

Evidence Translation will translate all transcribed content within 5 minutes of being uploaded. Get fast, CJIS-compliant translations, enhancing the speed and accuracy of evidence review.

Form One

CUT FORM COMPLETION TIME BY 50% OR MORE

Form One leverages transcript data, body-worn camera metadata and dictation to rapidly populate form fields. Safeguards ensure forms are reviewed and approved by a human officer.

Brief One

ANALYZE AND SUMMARIZE AN ENTIRE CASE IN MINUTES

Brief One expedites evidence review and analysis for investigators and justice professionals. Vast amounts of case files are summarized in minutes, helping to identify key evidence and moments within each case.

Smart Capture

AUTOMATE DATA COLLECTION WITH THE AXON MOBILE APP

Smart Capture in the Axon mobile app uses AI to capture, collect and analyze information from digital images, enhancing the accuracy and efficiency of form completions and license plate reading.

Policy Chat

ANSWER POLICY QUESTIONS IN SECONDS

Policy Chat provides a digital policy expert, powered by AI. Officers can ask any question about their agency's policy and then receive instant answers, with reference links to source documents.





WHY JOIN THE AXON AI ERA PLAN?

- **Speed up responses, sharpen decisions:** Axon AI improves response times, decision-making and resource allocation with more precise, actionable insights at every turn.
- **Force multiply your officers:** Many agencies are understaffed, but Axon AI streamlines operations and simplifies workflows, giving officers more time to focus on what matters most.
- **Innovate with confidence:** Axon prioritizes responsible innovation with built-in safeguards, ensuring the most reliable, accountable AI tools in public safety.
- **Supercharge the Ecosystem:** Axon AI is natively integrated with the Axon tools you trust, minimizing the set-up costs and maximizing your investments.
- **Future-proof your agency:** Never miss an AI update. Lock in access to our growing suite of AI solutions with the AI Era Plan for a fixed annual cost.
- **Early access:** Axon AI subscribers will have access to new solutions as they become available and are eligible for our early access programs.

**This roadmap is provided for informational purposes only and does not form part of any contract or agreement. It is not a commitment to deliver any specific material, code, or functionality, and should not be relied upon in making purchasing decisions. The development, release, timing, and pricing of any features or functionality described for products remain at the sole discretion of Axon Enterprise, Inc., and are subject to change without notice.*

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OFFICER SAFETY PLAN 10



Comparing your options

The Officer Safety Plan helps your agency make the most of your technology programs. Bundling our solutions will increase savings, provide budget predictability and grant you access to a wide variety of industry-leading connected technology.

	OSP 10	OSP 10+	OSP 10 PREMIUM
TASER Energy Weapon	TASER 10	TASER 10	TASER 10
TASER 10 Certification Plan	Standard	Pro	Pro
Axon VR Training	VR Skills	Full VR	Full VR
Axon Body Camera (BWC) with TAP ¹	✓	✓	✓
Axon Evidence	✓	✓	✓
Unlimited BWC + Axon Capture Storage	✓	✓	✓
Command Staff Pro License (1 per 100 users)	✓	✓	✓
Axon Signal Sidearm ²	✓	✓	✓
Axon Standards ³	✓	✓	✓
Third-Party Storage	100 GB	100 GB	Unlimited
Axon Fusus ⁵	Plus	Pro	Pro+
Axon Performance		✓	✓
Axon Community Request		✓	✓
Axon Investigate Pro		✓	✓
Third-Party Video Playback		✓	✓
Redaction Assistant		✓	✓
Auto-Tagging with Implementation		✓	✓
Channel Services		1	1
Axon Records ⁴		✓	✓
Dedrone by Axon Counter-Drone		✓	✓
My90 by Axon			✓
Axon Air DFR (Drone as First Responder)			✓

¹Technology Assurance Plan for warranties and refreshes.

¹Axon Body 3 or Axon Body 4 and Axon Dock hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

²Additional configuration may be needed to ensure Signal compatibility, and not all holster arrangements may be compatible. Reach out to your Axon representative to learn more.

³License subscription only. Does not include implementation costs. Available for agencies with 15+ sworn officers.

⁴License subscription only. Does not include implementation costs. Available for agencies with 100+ sworn officers.

⁵For more details on Fusus tiers, reach out to your account manager.

Quantities may differ between plans. Consult your sales representative for exact quantities of plan features.

Prices as noted herein are subject to an annual increase beginning on the second anniversary of the applicable sales agreement, or as otherwise stated in such agreement.

AXON, Axon, Axon Air DFR, Axon Body, Axon Community Request, Axon Evidence, Axon Fleet, Axon Fusus, Axon Investigate, Axon My90, Axon Performance, Axon Records, Axon Signal, Axon Standards, Axon VR, Dedrone, TASER, and TASER 10 are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2025 Axon Enterprise, Inc.



OFFICER SAFETY PLAN 10 PREMIUM



Safety meets savings

The Officer Safety Plan 10 Premium helps your agency make the most of your connected, mission critical technologies. From TASER 10 to Axon Fusus, realize substantial savings when you bundle Axon hardware and software offerings.

WHAT'S INCLUDED

COMPREHENSIVE ENERGY WEAPON PROGRAM



/ TASER 10

OSP 10 Premium includes TASER 10, Axon's safest, most effective connected weapon to date. Each TASER 10 energy weapon comes with a TASER 10 Certification Pro Plan. This includes Axon's Live Cartridge Duty Replacement Program, training cartridges, holsters, rechargeable batteries, instructor training and end-user training.

TRAIN FOR THE REALITY OF TODAY—AND TOMORROW



/ Axon VR Training

Prepare officers for complex, real-world situations through immersive training that enhances performance, critical thinking and de-escalation skills.

CONNECTED DEVICES CAPTURE TRUTH IN THE MOMENT



/ Axon Body Camera with Device Connectivity

Unlock added value with Axon Body 3 or Axon Body 4 with real-time connectivity to power situational awareness. OSP 10 Premium users benefit from real-time alerts, locations, and livestreaming on the Axon Fusus map. With Axon Body 4, unlock even more situational awareness tools with bi-directional communication abilities and officer-initiated Watch Me requests.



/ Axon Signal Sidearm

Ensure vital footage is captured by adding an automatic activation sensor to your holster, which alerts your camera to start recording when a firearm is unholstered.



REIMAGINED RECORDS MANAGEMENT SYSTEM



/ Axon Records

Unify report writing, case management and digital evidence within a records management system integrated with Axon Evidence. Streamline workflows and ensure compliance with evolving requirements through customizable forms and a dynamic reporting experience.

License subscription only. Does not include implementation costs. Available for agencies with 100+ sworn officers.

POWERFUL EVIDENCE AND PROGRAM MANAGEMENT TOOLS



/ Axon Standards

Establish a single source of truth for use-of-force and internal affairs reporting. Leverage streamlined report writing for high-risk, officer-involved events. Utilize simplified workflows and robust data management capabilities to maintain your agency's standards.

License subscription only. Does not include implementation costs. Available for agencies with 15+ sworn officers.



/ Axon Evidence

Easily manage, store, review and share data from one cloud-based Digital Evidence Management System (DEMS), all while maintaining security and chain of custody.



/ Axon Performance

Streamline supervisor reviews, measure Axon body-worn camera, Fleet and TASER weapon policy compliance, and identify areas for training and policy improvement.



/ Axon Community Request

Easily collect digital evidence from the public using a custom community portal, and manage submissions through Axon Evidence.



/ Redaction Assistant

Cut down redaction work significantly thanks to automatic screen, license plate, and head detection and tracking.



/ Auto-Tagging

Use information from your existing CAD/RMS to automatically add metadata to your videos on Axon Evidence.



/ Channel Services

Unite your third-party data onto one centralized platform. Migrate data from one source into Axon Evidence with seamless support.





/ **Unlimited Third-Party Storage**

Consolidate digital evidence across your agency with unlimited storage in Axon Evidence.



/ **Third-Party Video Playback**

Accurately playback countless third-party file types from CCTV and other video sources inside of Axon Evidence. Store, manage, review and share all your evidence from a single location.



/ **Axon Investigate**

Unlock the power of video evidence with a simple, fast and forensically-sound solution to video evidence challenges.



/ **My90 by Axon**

Build bridges between your agency and community with data-driven technology that improves transparency, trust and communication. Collect ongoing feedback from post-contact public and officer surveys to help your agency understand community and officer sentiment.

UNLOCKING THE FUTURE OF EMERGENCY RESPONSE



/ **Axon Fusus**

Unify all your public safety assets within a widely-trusted platform for real-time crime centers. Aggregate live video, data and sensor feeds from virtually any source including your connected Axon devices, enhancing situational awareness and investigative capabilities for public safety. Benefit from additional features such as more CCTV streams, multi-media tips, SMS notifications, and RMS integration capabilities.

Axon Fusus package and capabilities are dependent on number of licenses purchased.



/ **Axon Air DFR (Drone as First Responder)**

The most advanced drone solution for public safety combines three autonomous Skydio X10 drones, three fully integrated docks, Axon Evidence licenses, and DedroneBeyond long-range airspace awareness to enable safe and efficient Beyond Visual Line of Sight (BVLOS) operations without the need for Visual Observers. Designed to respond within two minutes of 911 calls, the solution allows for remote piloting to deliver real-time intelligence to responding officers. Seamlessly integrated with PSAPs, RTCCs, and command centers, this solution empowers agencies to enhance situational awareness, improve response times, enhance officer safety and confidently scale their drone programs.



FULL CONTROL OF YOUR AIRSPACE (DEDRONE BY AXON)



/ **DedronePortable**

A deployable drone detection system set up in under 10 minutes, ensuring rapid airspace security across diverse environments. Features radio frequency (RF) sensors and portable cases for effortless transport.



/ **DedroneRapidResponse Trailer**

A mobile, AI-powered drone detection, tracking, and identification (DTI) solution that can be deployed in just 20 minutes. Versatile configurations include RF and pan-tilt-zoom camera detection or enhanced coverage with integrated radars. Designed for mobility, the trailer can be easily towed and maneuvered using an SUV or truck, providing comprehensive airspace security.



/ **DedroneFixedSite (RF-Only)**

Leverages RF sensors to deliver scalable and reliable airspace security for critical sites. Provides real-time drone detection, tracking, and identification, as well as pinpointing the location of their pilots. airspace security.

The Axon Technology Assurance Plan (TAP) provides warranty coverage for Axon cameras for a preset number of years, after which they're replaced by our next model. For more information, visit <https://www.axon.com/tap>

**Not all of the products in this document feature a monthly payment structure if purchased separately. In some cases, the individual prices listed represent the value assigned to each product if it were broken down into 60 monthly payments.*

Prices as noted herein are subject to an annual increase beginning on the second anniversary of the applicable sales agreement, or as otherwise stated in such agreement.

▲, ▲ AXON, Axon, Axon Air DFR, Axon Body, Axon Community Request, Axon Evidence, Axon Fleet, Axon Fusus, Axon Investigate, Axon My90, Axon Performance, Axon Records, Axon Signal, Axon Standards, Axon VR, DedronePortable, DedroneRapidResponse Trailer, DedroneFixedSite, TASER, and TASER 10 are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2025 Axon Enterprise, Inc.



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

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

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

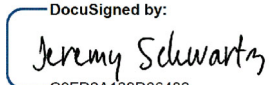
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

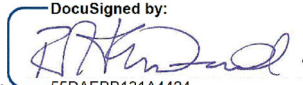
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract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

Sourcewell

Axon Enterprise, Inc.

DocuSigned by:

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

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

DocuSigned by:

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

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

101223-AXN

Exhibit A
Axon Master Services and Purchasing Agreement (MSPA)



Master Services and Purchasing Agreement for Agency

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

1. **Definitions.**

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

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

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

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

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

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

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

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS**," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

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

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

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

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

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

**AXON****Master Services and Purchasing Agreement for Agency****18. General.**

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

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

AXON:**AGENCY:**

Choose an item.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
- b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



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

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

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

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



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

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



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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

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



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

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



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Professional Services Appendix

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

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

System set up and configuration

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

Dock configuration

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

Best practice implementation planning session

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

System Admin and troubleshooting training sessions

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

Axon instructor training (Train the Trainer)

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

Evidence sharing training

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

End user go-live training and support sessions

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

[Implementation document packet](#)

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

Post go-live review

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

System set up and configuration (Remote Support)

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



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Dock configuration

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

Axon instructor training (Train the Trainer)

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

End user go-live training and support sessions

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

[Implementation document packet](#)

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

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

System set up and configuration

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

Dedicated Project Manager

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

Best practice implementation planning session to include:

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

System Admin and troubleshooting training sessions

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

Axon Evidence Instructor training

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

TASER CEW inspection and device assignment

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

Post go-live review

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

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

Archival of CEW Firing Logs

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



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Return of Old Weapons

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

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

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

System set up and configuration (Remote Support)

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

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

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

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

System set up and configuration (Remote Support)

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

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

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

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

10. **Signal Sidearm Installation Service.**

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

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

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

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



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Technology Assurance Plan Appendix

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

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



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TASER 7 Appendix

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

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

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

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



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



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TASER 10 Appendix

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

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

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

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



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Axon Auto-Tagging Appendix

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

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



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Axon Fleet Appendix

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

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



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



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Axon Respond Appendix

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

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



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Add-on Services Appendix

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

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



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Axon Auto-Transcribe Appendix

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

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



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Axon Virtual Reality Content Terms of Use Appendix

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

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



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Axon Evidence Local Software Appendix

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

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



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Axon Application Programming Interface Appendix

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

1. **Definitions.**

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

2. **Purpose and License.**

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

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

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

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

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

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



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



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Advanced User Management Appendix

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

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



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Axon Channel Services Appendix

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

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

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



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VIEVU Data Migration Appendix

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

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



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Axon Technical Account Manager Appendix

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

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

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

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks

Maintaining **Agency's Axon Evidence account**

Connecting Agency to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and **devices for Agency leadership team(s)**

Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**

Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows

Comparing **Agency's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices

Proactively monitoring the health of **Axon equipment**

Creating and monitoring RMAs **on-site**

Providing Axon app support

Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

Coordinating **bi-annual voice of customer meetings with Axon's Device Management team**

Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

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



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Account Maintenance

Conducting remote training on new features and **devices for Agency's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing an **Agency's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of **Agency meetings with Device Management team**

Recording and tracking Agency feature requests and major bugs

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



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Axon Investigate Appendix

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

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



Master Services and Purchasing Agreement for Agency

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.



My90 Terms of Use Appendix

Definitions.

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



Master Services and Purchasing Agreement for Agency

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

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

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Department: Legal

Version: 19.0

Release Date: 8/18/2023

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

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



Master Services and Purchasing Agreement for Agency

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

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

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



Master Services and Purchasing Agreement for Agency

Schedule 1- Details of the Processing

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

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

Vendor Details

Company Name: Axon Enterprise, Inc.

Does your company conduct business under any other name? If yes, please state: AZ

Address: 17800 N. 85th Street
Scottsdale, Arizona 85255

Contact: Sales Ops

Email: contracts@axon.com

Phone: 480-905-2000

Fax: 480-991-0791

HST#: 86-0741227

Submission Details

Created On: Wednesday August 30, 2023 10:37:47

Submitted On: Wednesday October 11, 2023 15:09:59

Submitted By: Sales Ops

Email: contracts@axon.com

Transaction #: af6bb863-0ce1-46b3-8191-7a3da35d0e85

Submitter's IP Address: 69.207.124.95

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: • Axon Enterprise Holding Company, LLC, organized in the United States • Viewu, LLC, organized in the United States • Dextro, Inc., organized in the United States • Familiar Inc., organized in the United States • Mediasolv Solutions Corporation, organized in the United States • Axon Public Safety B.V., organized in the Netherlands • TASER Holland B.V., organized in the Netherlands • Axon Public Safety Canada, organized in Canada • Axon Public Safety U.K. Limited, organized in the United Kingdom • Axon Public Safety Australia Pty Ltd., organized in Australia • Axon Public Safety Germany SE, organized in Germany • Axon Public Safety Southeast Asia LLC, organized in Vietnam • Axon Public Safety Finland Oy, organized in Finland • Axon Public Safety India Private Limited, organized in India • Axon Public Safety Hong Kong Limited, organized in Hong Kong • Axon Enterprise Italia S.r.l., organized in Italy	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	TBW7MGPYURM7	*
5	Proposer Physical Address:	17800 N. 85th St. Scottsdale, AZ 85255-6311	*
6	Proposer website address (or addresses):	http://www.axon.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Driscoll 17800 N. 85th St. Scottsdale, AZ 85255-6311 bobby@axon.com 1-408-502-6257	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kenneth Maum 17800 N. 85th St. Scottsdale, AZ 85255-6311 kmaum@axon.com 1-315-251-5882	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich 17800 N. 85th St. Scottsdale, AZ 85255-6311 aforbrich@axon.com 1-301-356-5253	

Table 2: Company Information and Financial Strength

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

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

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	AXON EVIDENCE Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence. • CJIS Compliant • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud • CALEA Standard 17.5.4 Compliant • SOC 2+ Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (PATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level. Axon's Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation. AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards. • UL1642 • UL2054 • IEC 62133 AXON FLEET • The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947. • Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States. • Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant. • Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006. • The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054. • Axon Fleet batteries are UL 1642 compliant. QUALITY ACCREDITATIONS MANUFACTURING • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. • ISO 14001 - Environmental INFORMATION SECURITY • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Axon has not been suspended or disbarred in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	- Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon - In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. - Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019. - In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.	*
20	What percentage of your sales are to the governmental sector in the past three years	50%	*
21	What percentage of your sales are to the education sector in the past three years	4%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	- Sourcwell Contract #010720 AXN: \$775M+ - Texas BuyBoard 603-20 (CEW only): \$15M+ - City of Charlotte CCPA Contract 2022000665: \$25M+ - League of Oregon Cities (fka NPP) Contract No. PS20270: \$110M+ - New York State Police Contract No. PA01857: \$595K+ - State of Arizona No. BPM002192/CTR049284-1: \$10M+ - State of Delaware PA for LOC Contract No. GSS20808-TASERS: \$90K+ - State of Kansas Contract No. 42523: \$4M+ - State of Michigan Contract No. 071B4300067: \$4M+ - State of Minnesota Contract 199111: \$1M+ - State of New Jersey T0106/17-FLEET-00738: \$95M+ - State of Oregon CEW Contract No. 8913: \$400K+ - State of Pennsylvania Contract No. 4400019257: \$18M+ - Washington State DES Contract No. 04220 for CEW: \$960K+ Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.	*

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

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

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

Table 6: Ability to Sell and Deliver Service

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

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

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

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers can initiate live phone support 24 hours a day, seven days a week by calling the support center at +1-800-978-2737 (extension 2), or via email at Support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem. Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity. The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT • Advanced Product trouble shooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day. The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month. Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Axon is willing to provide all included products and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Axon is willing to provide all included products and services to Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no restricted areas in the United States or Canada for the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will serve any participating sectors for the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements related to Hawaii or Alaska for this contract.	*

Table 7: Marketing Plan

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

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a standard part of all Axon programs and is included in the base cost of the program. Training Overview Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: - Job Aids - E-Learning Certification Programs - Video Training Demonstrations - Software Simulations - Enrollment for Virtual Classes - Recordings of Previous Classes and Demonstrations - Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: - One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. - One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these sessions. - One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions. - Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users. The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class. Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately. While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of different customers. Additional Training Resources and Continued Learning

		Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn: ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras). Training content is developed and maintained by Axon subject matter experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.
41	Describe any technological advances that your proposed products or services offer.	Axon Body 4's integration with the Axon Ecosystem enables dispatch and command staff to gain real-time situational awareness of events in the field through Axon Respond. Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications. This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified. A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support. A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond. These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment. Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps. ALPR INTEGRATED ALPR OVERVIEW Axon Fleet 3 revolutionizes daily patrol by fully integrating ALPR and evidence cameras into a single unit. This addition enables communities to make the most of ALPR coverage and helps identify more offenders, missing persons, and stolen vehicles when patrolling your communities. Though most U.S. law enforcement agencies already use ALPR technology today, the cost to deploy and outfit an entire fleet of patrol vehicles can be very expensive. Fortunately, Axon Fleet 3's level of integration changes the economics of ALPR. There is no additional installation required to enable ALPR meaning no additional equipment, drilling of holes, external mounting of hardware/cables, or complicated camera aiming/calibration processes. HOTLISTS The ALPR process starts by setting up hotlists within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for, or potentially associated with unlawful activity or missing persons. They often fall into the following categories: - A list of license plates or vehicles known to be stolen - A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc. - A list of license plates or vehicles with administrative issues such as unpaid vehicle

registration, unpaid traffic fines, etc.

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

ALPR DETECTION

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

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

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

ALPR ALERTS

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

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

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

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

RESPONDING TO ALPR ALERTS

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

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

FLOCK ALPR INTEGRATION

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

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including U.S. EPA and O.S.H.A. standards. Axon is certified to ISO 14001. Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors. Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible. Other green initiatives in the building include in-house recycling and the use of variable frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity. 5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible. Examples are: • Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product • Replacing the gluing system with a less hazardous two-component epoxy In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable. • Use of corrugated materials exceeding 35% post-consumer recycled content • Use of other packaging materials that contain recycled content and are recyclable in most local programs • Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable • We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering • To minimize packaging waste on larger orders, ‘bulk packaging’ was developed • We also employ packaging take-back services and shipping carton return • We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following. • Corrugated boxes are broken down and processed for recycling • Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives • Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment. • We are compliant with laws pertaining to
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Axon is certified to ISO 14001. Axon also utilizes a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. The datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Axon does not hold any WMBE, SBE, or veteran-owned business certifications.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe. Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include: • London Metropolitan Police Service, London UK • Los Angeles, CA Police Department • Calgary Police Service, AB • Charlotte-Mecklenburg, NC Police Department • Fort Worth, TX Police Department • Dallas, TX Police Department • San Diego, CA Police Department • Baltimore City, MD Police Department • Baltimore County, MD Police Department • Memphis, TN Police Department • Washington, DC Metropolitan Police Department • Denver, CO Police Department • Cincinnati, OH Police Department • Atlanta, GA Police Department Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching \$76.9 million, \$55.4 million, and \$30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions. As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations affecting the communities they serve. Axon is proud to be a part of the following associations. • The International Association of Chief of Police (IACP) • The Major City Sheriff's Association (MCSA) • The National Organization of Black Law Enforcement Executives (NOBLE) • The FBI National Academy Associates (FBINAA) Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes: • Notifying customers of Important firmware and hardware updates, identifying bugs, and addressing general issues • Fulfilling hardware refreshes and deployment of new equipment • Conducting Quarterly Business Reviews with customers • Identifying important customer feature requests Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day.
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Table 9: Warranty

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

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

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Axon utilizes Salesforce as our CRM tool and Microsoft Dynamics AX as our enterprise resource-planning tool. Salesforce has the Sourcewell contract skus built in. A salesperson requesting a quote for a Sourcewell contract must use these skus, and our formal quoting team creates the quote, adding a further layer of review to ensure that the quote is produced correctly. Quarterly, our Sales Operations team runs standard reports to review all prospects that closed during the prior quarter using a cooperative contract. This information is confirmed within our resource planning tool to ensure that any prospects that have closed, but not yet shipped are accounted for. The collected information is used to calculate the administrative fees owed to Sourcewell.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Axon will track the following internal metrics to measure success with the contract: • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The Length of time it takes to update the contract after new products/services are announced by Axon.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Axon proposes 1.05% on all equipment, products and services to all participating entities.

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

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

leave the vehicle at a moment's notice.

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

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

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

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

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

Axon Body 3

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

AB3 Features and benefits

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

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

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

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

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

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

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

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

Fleet 3 with ALPR

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

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

Features and Benefits

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

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

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

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

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

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

EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

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

Axon Signal Sidearm

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

Axon Respond+

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

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

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

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

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

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

Axon Community Request+

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

Axon Interview Room

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

Axon Device Manager

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

Managing Evidence

Axon Evidence

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

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

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

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

Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.

Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. Unlimited storage

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

Third-party video support

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

Auto-transcribe

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

Auto-tagging

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

Axon Records

Axon Records is a cloud-based database application, that is intended to help improve incident reporting based on customized forms and automation tools. Axon Records is fully integrated with Axon Evidence, as well as other devices in the Axon Ecosystem, such as body-worn cameras and TASER energy weapons.

Axon Records is designed to make report writing more efficient, and submission and review processes faster, by generating information from the Axon Ecosystem of connected devices and software. Direct access to Axon Evidence allows users to seamlessly attach digital evidence from TASER devices, cameras, and citizen smartphones to an incident. Axon Records reports are collaborative in nature and can be shared with involved officers, partner agencies, and prosecutors. Cases developed in Axon Records are automatically created in Axon Evidence.

With this connectivity, agencies can access agency-wide data that can be reviewed and imported into Axon Records' reporting modules, thus offering improved efficiency, and helping to ease your administrative burden.

Axon Investigate

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

Improving Performance

Axon Performance

Axon Performance is a module within Axon Evidence that provides two capabilities: reviewing individual evidence entries and managing overall performance. Axon Performance is designed to reduce the amount of time field supervisors spend reviewing compliance with agency policies and programs. With Axon Performance, agencies streamline the supervisor review and enable supervisors to deliver tailored personnel training and feedback to ensure that teams are operating within agency guidelines and policies.

While using Axon Performance, supervisors or managerial-level staff can review electronic evidence, leave feedback on findings to be added to the Audit Report, and add inspection notes all within the Review pane.

As shown below, Axon Performance provides an easy-to-use interface to review video and mark pre-defined items, as well as enter more descriptive notes.

Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.

Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.

Axon Standards

Axon Standards is an internal affairs tool in Axon Evidence that assists with report writing and tracking of officer-involved events such as use-of-force, injury, or pursuit incidents. Supervisors, Professional Standards, or Internal Affairs (IA) units can streamline their report writing duties by having direct access to any associated digital evidence and take advantage of predictive typing, task delegation, and data management features. System administrators can create custom forms specific to an agency's policies, design routing and approval processes to match your workflows, and create automated alerts so that reports are not bottlenecked for review.

With Axon Standards, users can also access interactive reports to help provide data-driven insights and quicker investigative outcomes. These reports can help supervisors and leaders in the chain of command to thoroughly investigate staff-involved incidents, ultimately leading to better transparency amongst the community

Axon My90

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

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

Axon Virtual Reality

Axon Virtual Reality (VR) Training is an immersive training program that uses virtual reality hardware and software to enhance officer performance, critical thinking, and de-escalation skills. The solution is fully wireless and is made up of VR headsets, controllers, tablets, and integrated software.

Axon VR Training allows training at the station or a remote location, with its quick set-up experience and minimal amount of hardware. The solution has a small form factor, meaning there is no longer a need for a training room dedicated to housing cameras, truss systems, backpacks, or computers. Axon VR Training is very portable, and no complex room calibration is required.

The innovative Axon VR Training software is comprised of three core elements: Community Engagement Training, Simulator Training, and Axon Academy.

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For video surveillance, our products generally fall into the categories of: - Body-worn cameras - In-vehicle camera solutions - Interview Room solutions - Digital Evidence Management Systems	*
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

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

		cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. Axon can build custom interview rooms to meet your specific needs. Available options include: - Overt and Covert Cameras - Covert Camera Enclosures - Microphones - Physical or Virtual Recording Servers - Touch Panels - Software application for workstations - POE Switches - Point-to-zoom cameras - In-room remote viewing indicator lights - Motion-detector camera activation - Button-Push / Toggle switch camera activation Detectives responsible for conducting interviews will have access to an easy-to-use solution that will reliably capture crucial statements and important body language. This evidence can then be reviewed later and used when building a case. The system is controlled with touch panels that are pre-installed with Axon Interview software. With a simple tap of the screen, detectives can start an interview from either inside or outside of the interview room. The touch panel also unlocks time-saving workflows that can be leveraged during an interview—such as metadata entry to make evidence management easier, audio/video masking to protect individual privacy, note-taking tools, and bookmarking features to flag points of interest in an interview for later review. Additionally, command staff or other personnel can keep track of interviews as they happen through Axon Interview's Live Streaming application. The personnel can view multiple rooms at once and add notes and markers to an interview in progress. For security, access to interview rooms via livestream can be password protected. Features and benefits REDUNDANT ON-PREMISE STORAGE SERVERS to prevent the loss of critical evidence if a connectivity issue were to occur prior to uploading to the cloud A CONTINUOUS RECORDING BUFFER that temporarily stores audio and video to local servers, which allows agencies to retrieve evidence if a user forgot to start a recording A SECURE EVIDENCE UPLOAD PROCESS TO AXON EVIDENCE that protects the chain of custody and offers cloud-based storage	
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73	Video capable threat and weapons detection.	☒ Yes ☐ No	The Fleet 3 in-vehicle camera solution offers integrated Automatic License Plate Recognition technology. This technology can be used in combination with pre-defined criteria to alert based on a number of factors, such as a vehicle being stolen, or as part of an active search.	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	☒ Yes ☐ No	Axon Signal technology utilizes Bluetooth to activate nearby cameras in certain situations. This can be based on activating a TASER, withdrawing a weapon armed with Axon Signal Sidearm, and a variety of 12-volt signals in the vehicle, including, for example, activating sirens, a crash, or opening doors. Certain Axon Interview cameras can be configured to activate based on motion.	*

75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	☒ Yes ☐ No	Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence. Please see the attached solution description for detailed information on Axon Evidence. Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions. Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or "capture" aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the "capture to courtroom" workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow. Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser. Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features.
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76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	☒ Yes ☐ No	Docking stations The Axon Body 3 cameras are compatible with two types of docks—an 8-bay Dock and a 1-bay Dock. Each dock is designed to charge the camera or cameras, and provide a connection to our DEMS, Axon Evidence, to securely upload evidence and receive the newest operating system updates or configuration changes. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a images and specifications. Each dock function as an Ethernet adapter, an unmanaged network switch, and charger. All Axon Body 3 cameras are compatible with any Axon Body 3 Dock. All that is required to install an Axon Body 3 Dock, is the supplied Ethernet cable, an active internet port that connects to your network, and the included power cord. Upload rates average 30 MBPS withing a dock. Each time the Axon Body 3 camera is docked, the time is automatically checked and reset. The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody. The timestamp can be displayed in local or UTC. Axon also provides an option for Wall Mount Brackets, which were designed to minimize the device-storage footprint, as well as provide easy access to your device(s). The docks are typically mounted at an angle to help keep devices connected and operating lights visible. Mounts The Axon Body 3 camera is a self-contained audio-visual unit with no external wires. The camera utilizes a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a detailed list with images of all mounting options. Whether your officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With
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			either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy. Axon Body 4 Point of View Module The Axon Body 4 camera offers an easily integrated point-of-view camera called the Axon Flex POV Accessory. The Flex POV module does not require charging or offload. When a Flex POV module is connected, Axon Body 4 will buffer and record from the POV module perspective. When the POV module is disconnected, Axon Body 4 will automatically switch back to the Body Worn Camera perspective. When a Flex POV module is connected to a user's camera for the first time, Axon Body 4 will prompt the user to set the POV orientation. The orientation of the POV module can be determined using the letter on the top of the POV module when mounted. Once set, orientation can be updated using the camera menu. Axon Body 4 Quick Disconnect Charger While the Axon Dock is the primary means of charging, the Axon cameras can be charged by any electrical charger with a USB connector. The Axon Body 4 uses a USB 3.0, Type-C receptacle. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source. The Axon Body 4 also includes a magnetic disconnect charger for additional ease of charging.	
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	☒ Yes ☐ No	A successful program depends on the ease of implementation and the experience of the deployment team. Axon's Professional Services (PSO) team includes experienced professionals who have completed hundreds of deployments covering hundreds of thousands of cameras, as well as the supporting evidence management systems. Axon's PSO, data migration, training and Fleet installation teams have extensive experience helping agencies of all sizes implement their body-worn and in-car camera programs. By offering dynamic deployment plans, experienced deployment teams, and a solution developed in-house specifically for public safety, Axon is uniquely positioned to provide customers with an effective deployment, training, and	

support experience.

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

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

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

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

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

Our programs typically include items required to:

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

managing all body-worn LTE data plans.

Create your initial configuration in Axon Evidence;

Train your administrators;

Install your in-car cameras and,

Provide long term support.

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

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

The resulting plan will be documented and shared with each member of the team, providing the structure to successfully complete your project implementations.

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

POLICY MAKERS – Stakeholders

such as command staff and community leaders should be included when developing body-worn and in-car camera policies.

FIELD TRAINING OFFICERS –

Officers who represent the end users of the devices.

EVIDENCE CUSTODIANS –

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

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

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

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

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

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

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

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

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

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

classify evidence as "Evidence Type" whereas in your CCTV system you may classify evidence as "Offense". Axon's migration process allows customers to visualize and map out how they want this information to appear in Axon Evidence.

Axon will work with customers to design a metadata mapping schema for Axon Evidence based on the metadata tags and fields from the legacy system. Based on this mapping schema, an Axon Field engineer will use our automated tools to map the desired metadata to fields, pre-append any audit information into Axon Evidence audit logs and upload the assets with this information populated in Axon Evidence.

Axon will demonstrate this migration in a test environment for customers to review and sign off that the data is uploaded and organized as desired.

Ingesting and pre-appending the audit trail for each piece of evidence maintains full evidentiary integrity as you migrate systems automatically. This allows Axon Evidence to be a single source of truth detailing the lifespan of your evidence.

Upon sign-off, Axon will install the migration tools and initiate upload into the live environment. The upload of historical data will commence after all legacy cameras are decommissioned to ensure that no evidence is lost in the transition.

Training

Training Overview

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

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

Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below.

Training Materials

Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence

Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist.

Additional curriculum and support materials include, but are not limited to:

- Job Aids
- E-Learning Certification Programs
- Video Training Demonstrations
- Software Simulations
- Enrollment for Virtual Classes
- Recordings of Previous Classes and Demonstrations
- Sample Lesson Plans

Key User Training (Train the Trainer)

End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance.

System Administration Training

System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings.

Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR.

Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users.

Axon Evidence User Training

If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance.

Recommended Class Structure / Training Plan

Under this project, Axon will provide the following training classes:

- One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions.
- One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these

sessions.

One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions.

Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users.

The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class.

Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately.

While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of the City.

Additional Training Resources and Continued Learning

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

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

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

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

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

Training content is developed and maintained by Axon subject matter

experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.

Fleet 3 Installation
Axon Fleet 3 significantly reduces the need for bulky and expensive components often seen in traditional in-car solutions. With Axon Fleet 3, customers will benefit from minimally-designed system components such as our integrated cameras built to capture both audio and video, as well as provide integrated ALPR capability. Our sleek hardware and non-obtrusive wiring installation help optimize space within the patrol vehicle and promote an open and safe cabin in which an officer can move about freely and unobstructed. The Axon Fleet 3 in-car system has a small form factor designed to offer a discreet and inconspicuous setup within a variety of vehicles, including civilian, unmarked, and patrol vehicles. Our team will work with customers to identify mounting locations within the vehicle that limit unwanted attention. Our proposed solution will include all necessary wiring. Axon Fleet 3 has been developed to utilize Power over Ethernet (PoE) connections, which offer both greater connection speed and stability. All wiring will be installed and run underneath the lining of the vehicle or with the shape of the vehicle where possible. Any exposed wire will be secured, mounted, and bundled together to avoid any loose cabling. During installation, our team will work with customers to determine the best mounting option for Axon Fleet 3 cameras in each vehicle, while keeping practical use and officer safety in mind. Cameras are typically mounted to the windshield or rear glass with an adhesive and can be removed without permanent damage. The offered Fleet 3 system includes two cameras: the dual view, forward facing camera that includes the ALPR camera, and the interior camera to capture the rear cabin. The Axon Fleet 3 Dual-View Camera is mounted on a swivel-ball joint that allows the camera to be panned and tilted to ensure objects of interest are within the camera's field of view. It supports 360-degree articulation. An Internal spring provides consistent sensory feedback as a user makes adjustments. The swivel-ball joint has detents that click in place every 22.5 degrees of horizontal rotation (pan) to hold the camera in the desired position. The Axon Fleet 3 Interior Camera is mounted on an adjusted angle mount that allows the camera to be

tilted up or down to ensure objects of interest are within the camera's field of view. The Interior Mount can be adjusted to capture a comprehensive view of the cabin.

Long Term Support

In our view, a project is not over when a deployment is concluded. The final portion of any Axon delivery is our professional customer support, which starts after deployment concludes and continues for the life of the solution. Axon has included an initial five-year warranty as part of this project.

We have a multi-level approach to service, including our account specific Customer Success Managers, our 24/7 technical support and our Return Merchandise Authorization (RMA) team to help our law enforcement partners have the most successful body-worn, in-car camera and digital evidence management programs possible.

We begin the post-deployment process with a survey that allows all customers to provide feedback directly to Axon leaders, and we provide multiple options for getting help, offering suggestions, or expanding your Axon ecosystem.

Customer Success Manager

We assign a customer success manager (CSM) to your account for the remainder of your contract. Their goal is to support your day-to-day needs, educate you on new features, and help you receive value from your investment. Your CSM will wear multiple hats, from project management to product expert to consultant, and will continually be focused on making the City more efficient and confident in your daily workflows.

As your program develops and progresses, your CSM can take hardware and software feedback and pass it along to our engineers—another benefit of deploying a solution that is serviced by the same engineers who developed it. In fact, many new features have been built directly from such suggestions from our law enforcement partners. They will also work with your sales executive if any further purchases are desired. Your CSM can be reached by phone or email and can be adaptable to your communication preferences.

24/7/365 Technical Support

Our Technical Support team is US-based and offers live phone support 24 hours a day, seven days a week. This is included as part of your investment in the Axon ecosystem and any member of your agency can call; our staff will help anyone with their questions, not just supervisors. A caller is usually talking with one of our support staff within 30 seconds of placing their call. Online, email-based support and remote-location

		troubleshooting are also included. If a technical issue requires advanced troubleshooting or interfacing with our in-house engineers, our Senior Technical Support team (Tier 2) can take over from the Technical Support team (Tier 1). All senior technical support representatives hold certifications from their respective governments for access to CJI. The team currently holds a variety of education and information technology certifications, and many have a background in law enforcement. RMA Process If equipment needs to be returned for repair or warranty work, we make the process as simple and hassle-free as possible. Axon's return material authorization (RMA) request process is housed directly within Axon Evidence, allowing users with appropriate permissions to create repair requests easily. Our US-based RMA team works out of our Scottsdale, AZ headquarters. All returns are initiated, tracked, and managed using the hardware's unique device serial number, which also correlates with warranty status and helps protect evidence integrity if evidence recovery is needed. Axon's RMA process is also integrated with FedEx and return labels are provided at no extra cost.
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Table 15: Industry Specific Questions

Line Item	Question	Response *
78	Describe the security features of your proposed solutions in relation to data security.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance. Axon Evidence offers numerous data security management functions to meet and exceed industry standards for the architecture and security of Axon Evidence. Axon has developed and operates secure software development lifecycle procedures (SDLC). Execution within the SDLC ensures security is evaluated at every phase of development and that quality measures are met. All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES. The graphic below offers a high-level view of the various layers of security implemented in the CJIS compliant solution. Axon's compliance with a number of security standards in addition to CJIS demonstrate our commitment to providing a trustworthy platform to our customers, and offers a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These additional certifications, compliance measures, and security assurances include: ISO/IEC 27001:2013 Certified - Information Security Management Standards ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud
 CALEA Standard 17.5.4 Compliant
 HIPAA and HITECH
 AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)
 Cloud Security Alliance - CSA STAR Attestation (Level Two)
 Cloud Security Alliance - CSA STAR Self-Assessment (Level One)
 Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

BWC Security Overview

Law enforcement data is among the most sensitive in the world and, with Axon's robust information security program, we can help keep that data protected at all times. Our latest body-worn camera, Axon Body 3, includes a number of security features that help keep your valuable evidence and other information safe. Both physical and software approaches ensure the security of data even if the camera is lost or stolen, and help you maintain a proper chain of custody.

Physical Security

SECURED COMPARTMENT – Axon assembles Axon Body 3 cameras with Torx screws, thus preventing access to the storage without proper tools.

EMMC STORAGE (EMBEDDED MULTIMEDIA CARD) – eMMC storage is populated on the circuit board rather than using an SD card. Accessing and reading eMMC is difficult and would require destruction and/or modification of the circuit board. Videos cannot be deleted from the camera. Cameras will not natively mount into a Microsoft Windows operating system like a mass storage device such as a flash drive or external hard drive would.

Software/Firmware Security

NO PARTITION TABLE – The storage media does not have a partition table and will show as an unreadable drive/ card (under any operating system).

ENHANCED VIDEO AUTHENTICITY & INTEGRITY VALIDATION – Authentication and validation checks between the camera and Axon Evidence;

SIGNED COMMANDS – Cryptographic validation of commands sent to the camera from Axon Evidence;

SECURE BOOT – Only trusted, cryptographically signed firmware will run on the camera;

HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;

DISK ENCRYPTION – While on the device, evidentiary video is protected from manipulation with AES-XTS 128-bit encryption. Currently AES-128 is acceptable for protection of classified data, up to SECRET, by the US federal government.

Secure Transfer

The Secure Upload Process

Axon cameras are designed to protect and preserve the evidence they capture. The cameras store all video files securely in onboard storage until the files are completely and successfully transferred into the digital evidence management system. All communication between the Axon Body 3 camera and Axon Evidence is conducted over 256-bit AES encryption to safeguard data during transfer.

During offload from the camera to Axon Evidence:

1. The precomputed SHA-2 cryptographic hash tree is located for each video that needs to be uploaded and each SHA-2 hash tree is computed immediately after the corresponding MP4 video finishes recording.
2. The SHA-2 cryptographic hash tree and video metadata are transmitted to Axon Evidence. The MP4 video files are saved securely on Axon Evidence in their original state, as verified by the SHA-2 hash tree function.
3. Upon completion of the upload process, the SHA-2 cryptographic hash tree values are evaluated to detect data corruption of any kind. A contiguous SHA-2 hash is computed after this verification step.
4. Once the hash values and data integrity are verified, the file is confirmed to be uploaded, and the corresponding video files are deleted from the camera. If a transfer is terminated before its video files are fully uploaded, any files not completely uploaded to Axon Evidence will remain on the camera, so that upload can resume the next time the camera is docked or connected.

Loss of power to an Axon camera will not cause data loss or corruption. The devices maintain a suitable amount of backup power to ensure proper shutdown. If a device were to lose power, it would properly close out all incident files (videos) to ensure that no data was lost or corrupted. In the event of sudden and complete power loss, the device will perform a video recovery operation during the next boot process and close out the incident file. The interrupted recording file, as well as any previously recorded files, will be available once power is restored.

79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	As a cloud-based system, Axon Evidence's architecture is modular, scalable, and extensible. All data is stored in the Evidence instance at a Microsoft Azure data center. Managing the vast amount of digital evidence available to agencies today can be overwhelming. Especially when the burden is on end users to keep evidence organized—no matter the source. This becomes even more difficult when digital evidence is stored in various locations, on different devices, and across many platforms. Axon's unlimited third-party storage plan—which includes storage for both Axon-captured evidence and third-party evidence—offers agencies a modernized approach to digital evidence management that is affordable, convenient, modular, secure and can scale to meet any storage requirements. With unlimited storage, Axon Evidence can be the main source of storage for all digital evidence. You can then easily manage, store, share, receive, and investigate your data all from a single system. To help with the usability of large data volumes, content that has not been viewed or accessed for six months may be moved into archival storage. Archived files are still searchable and can be retrieved with a single click. Interview Room Axon Interview uses a local storage server to temporarily store video before upload to Axon Evidence. This is in place to ensure that no evidence is lost due to communications issues. Axon Body Worn Cameras Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered. The Axon Body 3 has 64 GB of non-removable storage to house captured video files and the camera's operating system. This is sufficient to hold 11 to 46 hours of recorded video (depending on resolution). The Axon Body 4 has 128 GB of non-removable storage on a solid state eMMC to house captured video files and the camera's operating system. This is sufficient to hold 11 to 103 hours of recorded video (depending on resolution). Axon Performance Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics. Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set. Please see the attached solution overview for more information. Auto-transcription As cases make their way through the justice system, an accurate transcript will be required at some point. Manual transcription typically takes 4-10 times longer to produce than the length of the actual audio, meaning there are often lengthy backlogs and budget constraints, which slow the delivery of admissible evidence. Furthermore, during the transcription process, transcribers are forced to repeatedly listen to potentially disturbing audio to ensure accuracy. To address these issues, Axon's Transcription Assistant offers access to powerful artificial intelligence (AI) and an intuitive user interface (UI) to help make transcribing audio faster and more efficient.
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80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Axon Evidence is a Digital Evidence Management System (DEMS), and a large benefit with Axon is that our full ecosystem of products natively integrates with Axon Evidence. There is never a need to worry about the core integration of evidence collection, storage and management as Axon provides all these capabilities. Axon has a proven integration with situational awareness systems such as RapidSOS and Flock through our Axon Respond API. This API is fully developed and requires no additional work for customers. Generally, the situational awareness systems will begin polling Axon Respond continuously, providing real-time access to officer locations. The location data of both body-worn and Fleet cameras will flow into these systems for visualization on their display. Integration with CAD/RMS Auto-tagging is a feature that categorizes videos based on the correlated event metadata captured by the respective systems. Common data already collected by the CAD or RMS, such Event ID, Event Type, Officer Badge ID, and Dispatched and Cleared Times can be automatically associated with evidence, without the need for manual intervention. Integrating a CAD or RMS system with Axon Evidence will save officers valuable time, because the majority of tags will be automatically added by the system. With auto-tagging, officers simply record videos with Axon body-worn or in-car cameras and upload them. Axon Evidence will use the data from the CAD and RMS solutions to apply the appropriate tags. Officers will still be able to add custom metadata tags in the field. On a regular schedule, customers export a database-printout file to a specific folder from the CAD or RMS software. The printout file format, generally an .xml or .csv, is designed to comply with Axon Evidence requirements for integration. Axon supplies a .NET 4.0 service "Integrator Application" on your server that monitors the selected folder. When the service detects the presence of a printout file, it encrypts the file using AES 256-bit encryption and sends it securely to Axon Evidence. After Axon Evidence confirms receipt of the file, the application deletes the local copy of the file. Axon Evidence decrypts the printout file and parses the data found in the file. Using an algorithm, Axon Evidence determines which evidence file each piece of data applies to and tags those files appropriately. Evidence can be auto-tagged for 72 hours after upload, and then will require manual tagging. When Axon Evidence finishes processing a batch of data received from the CAD/RMS solution, it sends the specified recipients a reporting email that includes summary results of the processing and detailed reports about evidence matched.
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81	Describe how your system allows for secured sharing of videos – file sharing systems.	Sharing Evidence Axon Evidence enables users to share content with internal and external stakeholders without the need for additional licenses. This includes other agencies already using Axon Evidence or Axon Justice Premier, as well as external users who do not have Axon Evidence accounts. Sharing with Outside Agency Axon Evidence Users Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing our Justice Premier solution for prosecutors and public defenders. Since these external users already have Axon Evidence credentials, shared evidence can be used in the same way as their own digital evidence. After evidence is added to Axon Evidence, a user can simply share the case with any of their trusted partner agencies with Axon Evidence credentials. As users share evidence with partner agencies, the partner agencies will only have access to the data a user has chosen to share via an access list. All unshared data remains completely unavailable. When files are shared with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the partner agency can manage independently without affecting the original evidence. Any evidence that is shared is preserved in its original form in the sharer's instance of Axon Evidence. Sharing With Non-Axon Evidence Users A user can share evidence with those who are not Axon Evidence users by emailing a download link to an external email address. Audit Trails, Table of Contents, and Transcripts, an Optional Message and the Duration in days that the share is active, can all be shared with the core evidence. All included documents will be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account. There are no additional authorizations or licenses required by Axon to share files using this method. However, please note that access can no longer be centrally controlled once it is downloaded locally. Data Export Users cannot modify original videos captured for chain of custody and chain of evidence reasons. If the original content or video evidence is uploaded as an MP4 it will be downloaded as an MP4 for review. Axon does not apply any proprietary formats when files are exported. This applies with any files such as PDF, DOC, AVI, WAV, MP3, AAC, etc. At the time of upload an SHA cryptographic hash function is generated and used to verify the integrity of the content uploaded. This SHA hash is also available at time of download for verification of authenticity.
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - 2023 Axon Pricebook - Sourcewell 2.0.xlsx - Tuesday October 10, 2023 15:41:59
 - [Financial Strength and Stability](#) - AXON_2022_AnnualReport.pdf - Tuesday October 10, 2023 15:42:15
 - [Marketing Plan/Samples](#) - Cooperative Contract Marketing Example.docx - Wednesday October 11, 2023 15:08:36
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:43:02
 - [Standard Transaction Document Samples](#) - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:42:43
 - [Upload Additional Document](#) - Product Descriptions.zip - Tuesday October 10, 2023 15:46:25
 - [Requested Exceptions](#) - Sourcewell RFP 101223 - Axon's Exceptions.docx - Tuesday October 10, 2023 15:42:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kenneth Maum, Senior Proposal Manager, Axon

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_RFP_101223_Public_Safety_Surveillance Thu October 5 2023 08:32 AM	☒	3
Addendum_10_RFP_101223_Public_Safety_Surveillance Mon October 2 2023 03:56 PM	☒	1
Addendum_9_RFP_101223_Public_Safety_Surveillance Tue September 26 2023 03:16 PM	☒	1
Addendum_8_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 04:09 PM	☒	1
Addendum_7_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 07:35 AM	☒	1
Addendum_6_RFP_101223_Public_Safety_Surveillance Wed September 20 2023 12:49 PM	☒	1
Addendum_5_RFP_101223_Public_Safety_Surveillance Mon September 18 2023 03:49 PM	☒	1
Addendum_4_RFP_101223_Public_Safety_Surveillance Fri September 15 2023 10:52 AM	☒	1
Addendum_3_RFP_101223_Public_Safety_Surveillance Tue September 5 2023 03:47 PM	☒	1
Addendum_2_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 01:53 PM	☒	2
Addendum_1_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 11:11 AM	☒	2

AMENDMENT #1
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below (Effective Date) by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as “parties.”

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

Supplier requested that its Canadian affiliate, Axon Public Safety Canada, Inc., be named as an additional Contract holder.

Therefore, the parties agree that as of the effective date of this Amendment, the named Contract holder “Axon Enterprise, Inc.” in Contract # 101223-AXN will be replaced with “Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc.”

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
Date: 2/4/2025 | 10:39 AM CST

**Axon Enterprise, Inc. and it's Canadian
affiliate Axon Public Safety Canada, Inc.**

Signed by:
By: Robert Driscoll
55DAEBB131A4424...
Robert Driscoll, VP, Assoc. General Counsel
Date: 2/4/2025 | 9:07 AM MST

AMENDMENT #2
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as “parties.”

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

On April 28, 2025, the parties signed a Price and Product Change Request (PNP) amendment to expand Supplier’s product range to offer additional configuration choices for existing products.

NOW, THEREFORE, the parties wish to amend the Contract to add certain appendices related to that PNP, which are attached and incorporated into this Amendment, specifically:

- a. Appendix for AI Technology
- b. Dedrone Product Appendix

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
Date: 5/11/2025 | 10:31 PM CDT

Axon Enterprise, Inc. and its Canadian
affiliate Axon Public Safety Canada, Inc.

Signed by:
By: Robert E. Driscoll Jr.
55DAEBB131A4424...
Robert Driscoll, VP, Assoc. General Counsel
Date: 5/7/2025 | 2:44 PM MST



Appendix for AI Technology

This AI Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilize AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. Definitions

1.1 AI Technology. Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

1.2 Model Drift. The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

1.3 Bias Mitigation. Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. Scope and Usage

2.1 Integration. Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

Data Use. Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

Automatic Data Collection. AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

User Engagement and Activity Metrics. AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

Sales and Adoption Tracking. Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

End User inputs. Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. Axon Responsibilities

3.1 Ethical AI Development. Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

3.2 Security Program. Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

3.3 Transparency. Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

3.4 Incident Response. Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

3.5 Compliance. Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.



Master Services and Purchasing Agreement

4. Customer Responsibilities

- 4.1 **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
- 4.2 **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
- 4.3 **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

- 5.1 **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
- 5.2 **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
- 5.3 **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One within a Quote, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.



Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively “Dedrone Products”), this appendix and the following additional terms shall apply.

1. Definitions

- 1.1 **“Dedrone Data”** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace (“DedroneDNA”, formerly “DroneDNA”), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 **“Dedrone Hardware”** means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 **“Sensor”** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 **“Dedrone Software”** means (i) Axon’s proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon’s video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer’s Third-Party Hardware.
- 1.5 **“Third-Party Hardware”** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. Customer License

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the “License”). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a (“Prohibited Use”).

3. Customer Obligations

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the “Specifications”) and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer’s responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer’s option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such



Master Services and Purchasing Agreement

laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

- 3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. Data Protection

- 4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").
- 4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.
- 4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.
- 4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.
- 4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. Ownership.

- 5.1 **Axon Property.** Axon owns and retains all right, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.
- 5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.
6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software



Master Services and Purchasing Agreement

and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #:

Axon Enterprises, INC. Vendor #1514

Amount:

\$13,559,883.81

Date:

7/31/2025

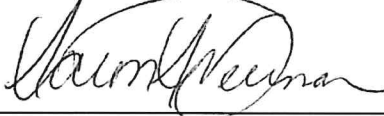
Report Management Software, Professional Standards Software, 133 Body Worn Cameras, 133 Tasers, 50 Axon Fleet Squad Car Systems, 3 Patrol Drones to replace current DJI Drones, 3 DFR (Drone as First Responder Drones) Unlimited 3rd Party Digital Cloud Storage, Axon Interview for 8 Rooms at PD, Axon AI Plan, related apps, and all needed accessories and licensing for Evidence.com and related systems.

Justification:

The police department is requesting this as a limited source for the following reasons:

- * The previous investment with Axon over the last four years and the need to maintain the infrastructure currently in place.
- * The positive service, support, and overall satisfaction with Axon in general
- * The satisfaction with the performance of All Axon Hardware and services
- * The proprietary interaction between the line of Axon products: tasers, body cameras, in-car cameras, interview rooms, evidence.com, available apps, and compatibility with the State's Attorney's office for current digital exhibit sharing via evidence.com

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.



(Aaron Veerman)

7/31/2025

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☒ do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



Name and Signature of Procurement Designee

9/3/2025

Date



Regular Agenda Item No. 8.B.

For City Council: September 8, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Development Intensity and Commercial Uses in Residential Districts, and Single-Family Residential in the D-2 (Downtown Transitional) District, as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5a. Well-planned City with necessary services and infrastructure

Objective 5b. City decisions consistent with plans and policies

Background: City staff is recommending some updates to Bloomington's zoning rules. These changes are meant to remove unnecessary barriers, allow more flexibility in certain areas, and make the rules easier to use.

1. Accessory Dwelling Units (ADUs)

Staff is recommending an amendment that would classify ADUs (Accessory Dwelling Units) as a special use, requiring a Special Use Permit with final approval by the City Council. The amendment also addresses certain lot size requirements.

Right now, although ADUs—such as apartments above garages or separate small homes on the same lot—are technically allowed in all neighborhoods, zoning rules often make them difficult or impossible to build. This is because current regulations require ADUs to meet the same minimum lot size as a primary home, which effectively doubles the lot size needed. The change as proposed would remove the “minimum lot size per dwelling” rule that blocks ADUs on many normal-sized properties.

Important safeguards remain in place to prevent negative impacts:

- The property must be owner-occupied, and the main use must be a single-family home.
- The ADU must be smaller than the main house: no more than 800 sq. ft. or 50% of the main house (whichever is less), and shorter in height.

- It must be behind the main house and follow the same placement rules as other backyard structures.
- No second front door is allowed; the entrance must be on the side or back.
- Access should come from an alley if there is one, or a shared driveway if not.
- An extra parking space is required (not in the front yard).

2. Small-Scale Shops in Higher-Density Residential Areas In the R-3B district (near downtown), the rules currently make it difficult to mix housing with small neighborhood shops and services. The change would allow a few carefully chosen commercial uses—like a small café or corner shop—when built as part of a mixed-use project. These would only be allowed with special approval to make sure they fit in. Similar changes are also proposed for the R-D district near downtown.

3. Single-Family Homes Above Ground-Floor in Downtown Transitional District (D-2) In the D-2 district, apartments are already allowed on upper floors, but single-family units are not. The change would allow a single-family home on the upper floor of a building, just like in the main downtown district (D-1). This makes sense for the smaller, narrower buildings in D-2 and keeps the rules consistent with nearby downtown areas.

The Planning Commission held a public hearing on June 4, 2025. No one spoke against the changes, and the Commission voted 9–0 to recommend approval. The Special Use provision is being added as an additional requirement.

Community Groups/Interested Persons Contacted: Notice of the public hearing at the Planning Commission was published in *The Pantagraph* on May 8, 2025.

Financial Impact: Reducing hurdles to the development of dwelling units and local commercial that can easily integrate with the existing urban fabric supports increased property values and sales tax income through nominal increases in residential density that encourages multi-generation housing, aging in place, and long-term occupancy via additional income to help support the principal residence.

Attachments:

1. Final Ordinance - Development Intensity 9.5.25
2. Ordinance Exhibit A
3. Planning Commission Findings of Fact

ORDINANCE NO. 2025 - _____

AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE ZONING CODE OF THE CITY OF BLOOMINGTON [CHAPTER 44] RELATING TO DEVELOPMENT INTENSITY AND COMMERCIAL USES IN RESIDENTIAL DISTRICTS, AND SINGLE-FAMILY RESIDENTIAL IN THE D-2 (DOWNTOWN TRANSITIONAL) DISTRICT

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, pursuant to § 44-1706B, staff of the Development Services Department initiated a request to amend the text of the Zoning Code [Chapter 44] relating to Allowed Uses Tables, Bulk and Site Standards, Transitional Yards, Use Provisions, and Administrative Procedures; and

WHEREAS, the Bloomington Planning Commission (“COMMISSION”), after proper notice was given, conducted a public hearing on June 4, 2025, on said request for text amendments of the Bloomington City Code Chapter 44, including the subset related to Development Intensity and Commercial Uses in Residential Districts, and Single-Family Residential in the D-2 (Downtown Transitional) District, set forth in Exhibit A (“AMENDMENTS”); and

WHEREAS, following said public hearing, the COMMISSION adopted findings of fact that the proposed AMENDMENTS are in the public interest, and voted to recommend that the City Council (“COUNCIL”) pass this Ordinance; and

WHEREAS, the COUNCIL is authorized to adopt this Ordinance and approve said AMENDMENTS.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The COUNCIL hereby adopts the findings of fact of the COMMISSION, and the request for AMENDMENTS to Chapter 44, as set forth in Exhibit A, is hereby approved.

SECTION 3. That Chapter 44 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken), with the addition of the following as § 44-908C:

(7) Accessory Dwelling Units (ADUs), by Special Use, subject to the provisions of § 44-908E.

SECTION 4. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

SECTION 8. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 8th day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Bray, Mayor

Leslie Smith-Yocum, City Clerk

Proposed Amendments to (Ch. 44) the Zoning Code of the City of Bloomington, Illinois

(Additions are indicated by underlining; deletions are indicated ~~strikeout~~.)

§ 44-402. [Ch. 44, 4-2] Residential districts - permitted and special uses.

...

- A. Allowed Uses Table. [Amended 2-8-2021 by Ord. No. 2021-5; 10-24-2022 by Ord. No. 2022-99; 3-25-2024 by Ord. No. 2024-015; 9-23-2024 by Ord. No. 2024-076]

Table 402A: Residential Districts – Permitted and Special Uses										
	R-1A	R-1B	R-1C	R-1H	R-2	R-3A	R-3B	R-4	R-D	Reference
...										
COMMERCIAL										
Entertainment and Hospitality										
Sports and Fitness Establishments						S	S <u>P</u> ²	S	S <u>P</u> ²	§ 44-1013
...										
Offices										
Office Conversion									S	§ 44-1041
Medical or Dental Office or Clinic							S <u>P</u> ²		S	§ 44-1024
...										
Personal Services										
Clothing Care: Tailor, Dry Cleaning, Coin Laundry, Shoe Repair, etc.							S <u>P</u> ²	S		
Personal Care: Barber Shop, Beauty Salon, Day Spa, etc.							S <u>P</u> ²	S	S <u>P</u> ²	
Day-care centers	S	S	S	S	S	S	S <u>P</u>	S	S <u>P</u> ²	
Retail and Service										
Drug Stores and Pharmacies							S <u>P</u> ²	S ²	S ²	
Grocery Stores, Supermarkets							S ²	S ²	S ²	
<u>Retail Sales, General</u>							<u>P</u> ²		<u>S</u>	
<u>Restaurants</u>							<u>P</u> ²		<u>S</u>	
<u>Specialty Food Shops</u>							<u>P</u> ²		<u>S</u>	
...										

Notes:

1. Maximum permitted height is 45 feet or three stories, whichever is lower.

2. ~~The use shall be located within a building containing multiple family or office uses in the R-3B District and shall not be permitted within a Mobile Home or Dwelling Unit in the R-4 District. The maximum permitted floor area is 1,600 square feet for Clothing Care; 1,000 square feet for Personal Care or 5,000 square feet for Drug Stores, Pharmacies, and Grocery Stores. Must be as part of Mixed-Use development, or becomes Special Use.~~
3. Premises must be an owner/operator-occupied residential building of historic architectural significance located on a lot in an S-4 Historic Preservation District and suitable to be used as a "place of assembly" defined herein.

...

§ 44-403. [Ch. 44, 4-3] Residential bulk and site standards.

- A. Site dimensions table. All development in Residential Districts must comply with the requirements in Tables 403A through 403D and Diagram 403A unless otherwise expressly stated.

Table 403A: Bulk and Site Standards in R-1 Districts								
District	Lot Characteristics		Site Design			Development Intensity		
	Min. Buildable Lot Width (W)	Min. Buildable Lot Area (square feet)	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Max. Building Height	
			Min.	Min.	Min.		Feet	Stories
R-1A	125 feet	22,500	40 feet	16 feet	40 feet	22,500	35 feet	2.5
R-1B	70 feet	7,000	30 feet	6 feet	30 feet	7,000	35 feet	2.5
R-1C	50 feet	5,400	25 feet	6 feet	25 feet	5,400	35 feet	2.5
R-1H	50 feet	5,400	25 feet	6 feet	25 feet	5,400	35 feet	2.5

Table 403B: Bulk and Site Standards R-2 District								
District	Lot Characteristics		Site Design			Development Intensity		
	Min. Buildable Lot Width (W)	Min. Buildable Lot Area (square feet)	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Max. Building Height	
			Min.	Min.	Min.		Feet	Stories
R-2								
Detached Residential	50 feet	6,600	25 feet	6 feet	25 feet	6,600	35 feet	2.5
Attached and Multi-Residential	75 feet	7,000	25 feet	6 feet	25 feet	3,300	35 feet	2.5

Other Uses	50 feet	7,000	25 feet	6 feet	25 feet	7,000	15 feet	1
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Table 403B: Bulk and Site Standards R-3 Districts

District	Lot Characteristics		Site Design			Development Intensity			
	Min. Buildable Lot Width (W)	Min. Buildable Lot Area (square feet)	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Floor Area Ratio (FAR)	Max. Building Height	
			Min.	Min.	Min.			Feet	Stories
R-3A									
Single- and Two-Family Residential	70 feet	6,600	30 feet	10 feet	30 feet	6,600	—	35	2.5
Attached and Multi-Residential ²	70 feet	7,000	30 feet	10 feet	30 feet	1,500	0.5	35	2.5
Other Uses	70 feet	7,000	30 feet	10 feet	30 feet	7,000	—	35	2.5
R-3B									
Single- and Two-Family Residential	60 feet	5,000	20 feet	6 feet	25 feet	2,500	—	35	2.5
Attached and Multi-Residential	60 feet	5,000	20 feet	Min. 9 feet or 1/3 of building height for buildings > 3 stories	25 feet	620	0.8	65 ¹	6
Other Uses	60 feet	7,000	20 feet	Min. 9 feet or 1/3 of building height for	25 feet	7,000	—	65 ¹	6

Table 403B: Bulk and Site Standards R-3 Districts

District	Lot Characteristics		Site Design			Development Intensity			
	Min. Buildable Lot Width (W)	Min. Buildable Lot Area (square feet)	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Floor Area Ratio (FAR)	Max. Building Height	
			Min.	Min.	Min.			Feet	Stories
				buildings > 3 stories					

...

Table 502A: Business Districts - Permitted and Special Uses

	B-1	B-2	C-1	D-1	D-2	D-3	Reference
...							
RESIDENTIAL							
Household Living							
Dwelling, Single-Family				P ²	P ²	P ¹	
Dwelling, Single-Family Attached	S	P	S		P	P ¹	§ <u>44-1046</u>
Dwelling, Two-Family		P	S	P ²	P	P ¹	§ <u>44-1046</u>
...							
COMMERCIAL							
Personal Services							
...							
Veterinary Office or Clinic	P	P	S		P	P	§ <u>44-1035</u>
Day-care centers	P	P	P	S ²	S P		
...							

...



FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON PLANNING COMMISSION

This is the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from the **City of Bloomington** (APPLICANT), in **case Z-03-25**, related to **Text Amendments** to the Zoning Code relating to 1) allowed uses tables, (2) bulk and site standards, (3) transitional yards, (4) use provisions, and 5) administrative procedures (REQUEST).

After proper notice was given, as required by law, the COMMISSION held a public hearing(s) on this case on **June 4, 2025**, and hereby report their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR RECOMMENDING TEXT AMENDMENTS:

1. **The extent to which the proposed amendments are consistent with the public interest, giving due consideration for the purpose and intent of this code as set forth in § 44-1701 herein.** This standard is met. The proposed amendments are consistent with the public interest and follow the purpose and intent of the Code. The proposed changes remove barriers that inhibit practical application of the Code (conflicts, duplicates, lack of clarity), reduce conflicting interaction of the Zoning Code and the Subdivision Code, and enhance the existing Code by modifying bulk/site standards to reflect the reality of the existing community and/or restrictions and allowances of the Building Code (Ch. 10) that also controls where and how development can occur.
2. **The extent to which property values are diminished by the proposed particular zoning restriction.** This standard is met. Except in rare circumstances, property values should not be diminished by the proposed changes, and most properties should see an increase in potential value by being able to realize a greater return on investment due to reduced complexity of design as a result of more clear and consistent standards. Changes to Article XVII do not impact specific properties or values, but the process(es) through which existing regulations are implemented. A reduction in “red tape” while retaining the intent and sufficiency of review should benefit all parties.
3. **The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.** This standard is met. There is not expected to be a decrease in property values due to the proposed amendments. Most of the land area impacted by changes proposed to height or setback (R-2 and R-3 Districts) are in already developed areas, and the changes consistent with existing character, or the District assignments are intentionally placed in areas appropriate for more urban land configurations. Unless self-selecting into one of the Mixed or Multi-Family Districts, new development will rarely be impacted by the proposed changes since new zoning and development tends to occur in discrete, relatively homogenous areas. While the changes are not significant enough for most people to see from a pedestrian standpoint, they make sense based on practical considerations of construction/real estate finance and the application of relevant Building Codes.
4. **Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.** This standard is met. The proposed amendments are in harmony with the 2035 Comprehensive Plan, including the following Goals, Objectives, or

Policies: N-1.1a (Update the ordinances and regulations as needed to accomplish the goals of the Comprehensive plan); N-1.2d (Identify and eliminate the barriers for infill development); H-1.1a (Review and improve the current ordinances, codes, regulations, and permitting processes and fees, as needed and desirable, to provide more efficient mechanisms for new developments and redevelopment opportunities); ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City); and, ED-4.5 (Identify and reduce barriers for local growth and economic development).

5. **Whether the City needs the additional types of uses or development allowed by the proposed amendment.** This standard is met. The City has an ongoing need for housing of all types, but the community has also expressed a desire to encourage owner-occupancy; these amendments reduce hurdles to fulfilling that need and desire. Developers and community members have identified real-world practical and financial hurdles to community investment and development that these changes positively impact by clarifying and streamlining bulk and site standards. Other changes are practical and address problems that have been identified through the course of daily work with the existing Code.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST is in the public interest, with the following modifications:

1. The change to § 44-1708G reflect the following addition, instead of the additional language provided in the Draft for the COMMISSION: "If the majority of the members who consider an application vote in favor, but the majority is less than four (4), the matter may be referred to Council for final action. For example, if only 5 members are present, and 3 of the 5 members vote to approve, the matter may be referred to council," and
2. The correction to Table 702A, Assisted Living Facilities, reflect "P¹" (P superscript-1), instead of "P" (P no superscript).

Therefore, this COMMISSION recommends that the REQUEST for Text Amendments to the Zoning Code described above, be granted by the Bloomington City Council.

ROLL CALL VOTE: 9-0-0

AYES: Beyer, Galpalli, Cullen, Muehleck, Lewis, Krieger, Peradotti, Mosley, Boyd

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Justin Boyd, Chair

6/10/2025 | 1:29 PM CDT

Date



Regular Agenda Item No. 8.C.

For City Council: September 8, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Practical Buildability in Mixed- and Multiple-Family Residential Districts, as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5a. Well-planned City with necessary services and infrastructure

Objective 5b. City decisions consistent with plans and policies

Background: These changes simplify overlapping rules, make it easier for people to buy and own duplexes and townhomes (instead of them staying rentals) and reduce confusing standards that prohibit development. A summary of the recommended changes are as follows:

1. Fixing Conflicts Between Codes to Support Homeownership

Right now, our zoning rules (Chapter 44) and subdivision rules (Chapter 24) overlap and sometimes contradict each other when it comes to lot sizes. This creates problems for people who want to build or buy duplexes, townhomes, and similar housing types. Because of these conflicting rules, most attached housing can only be divided up as condominiums. Condos are harder to finance and insure, so many of these homes end up as rentals instead of owner-occupied homes. By cleaning up these rules and making it clear what counts as a “Zoning Lot” (a piece of land you can build on) versus a “Lot of Record” (a legally transferable piece of land), we’ll make it possible for more duplexes and townhomes to be sold directly to buyers. This matters because:

- Homeownership builds wealth for families.
- It usually means lower financing costs.
- It keeps neighborhoods more stable and property values stronger.
- It reduces property management costs since more people live in the homes they own.

2. Simplifying Rules for Building Size and Design

Our residential zoning districts currently use a long list of overlapping rules that control how big

a building can be on a lot. These rules often conflict with each other, making it difficult to apply them in practice. The proposed changes would:

- **Remove “Floor Area Ratio”** (a confusing measurement of building size). Instead, we’ll use two simpler standards everyone understands: how much of the lot you can build on, and the maximum building height.
- **Align height rules.** Right now, height is limited both in “feet” and in “stories.” These don’t always match up and don’t reflect what actually matters under the Building Code. The update makes the rules more consistent with real buildings already in our community.
- **Fine-tune design standards.** Small changes are being made in the R-3A District to make buildings there blend more smoothly with nearby neighborhoods (like R-1C and R-2).

Overall, this means rules will be simpler, easier to follow, and better matched to the real world.

3. Clearing Up Confusing Tables in the Code

In the R-2 and R-3 Districts, the “Permitted and Special Uses” tables and the “Bulk and Site Standards” tables don’t always use the same terms, which has caused confusion. We’ve added clarifying notes in the R-2 tables, and updated the R-3 tables to match. This makes the rules easier to read and apply.

4. Public Hearing and Recommendation

The Planning Commission held a public hearing on June 4, 2025, to review these amendments. Community members were invited to comment, and no one spoke against the changes. The Commission voted unanimously (9-0) that these amendments are in the public interest and recommended approval to the City Council.

Community Groups/Interested Persons Contacted: Notice of the Planning Commission public hearing was published in *The Pantagraph* on May 8, 2025.

Financial Impact: Reducing hurdles to resident ownership of the dwelling units that can already be built may increase the property tax base; owner-occupancy supports increased property values due to the valuation methods used to assess homesteads versus rental properties. A potential increase in development value may be realized due to greater returns on investment from more clear and consistent standards.

Attachments:

1. Ordinance
2. Ordinance Exhibit A
3. Planning Commission Findings of Fact

ORDINANCE NO. 2025 - _____

AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE ZONING CODE OF THE CITY OF BLOOMINGTON [CHAPTER 44] RELATING TO PRACTICAL BUILDABILITY IN MIXED- AND MULTIPLE-FAMILY RESIDENTIAL DISTRICTS

WHEREAS, the City of Bloomington is a home rule unit of local government with the authority to legislate in matters concerning its local government and affairs; and

WHEREAS, pursuant to § 44-1706B, staff of the Development Services Department initiated a request to amend the text of the Zoning Code [Chapter 44] relating to Allowed Uses Tables, Bulk and Site Standards, Transitional Yards, Use Provisions, and Administrative Procedures; and

WHEREAS, the Planning Commission ("COMMISSION"), after proper notice was given, on June 4, 2025, conducted a public hearing on said request for text amendments of the City Code Chapter 44, including a subset related to Practical Buildability in Mixed- and Multiple-Family Residential Districts, set forth in Exhibit A ("AMENDMENTS"); and

WHEREAS, following said public hearing, the COMMISSION adopted findings of fact that the proposed AMENDMENTS are in the public interest, and voted to recommend that the City Council ("COUNCIL") pass this Ordinance; and

WHEREAS, the COUNCIL is authorized to adopt this Ordinance and approve said AMENDMENTS.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The COUNCIL hereby adopts the findings of fact of the COMMISSION, and the request for AMENDMENTS to Chapter 44, as set forth in Exhibit A, is hereby approved.

SECTION 3. That Chapter 44 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 4. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

SECTION 8. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 8th day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

Proposed Amendments to (Ch. 44) the Zoning Code of the City of Bloomington, Illinois

(Additions are indicated by underlining; deletions are indicated ~~strikeout~~.)

§ 44-402. [Ch. 44, 4-2] Residential districts - permitted and special uses.

Refer to Article XVI, Definitions, for clarity on the uses listed.

- A. Land uses. Uses are allowed in the Residential Districts in accordance with Table 402A. The following key is to be used in conjunction with the Use Table.

(1) Permitted uses. A "P" indicates that a use is considered permitted within that district as of right subject to compliance with all other requirements of this Ordinance.

(2) ...

(6) Minimum Lot Width. Minimum lot width, as used in the tables below, refers to a "Zoning Lot" or the size of an area that can accommodate structures and associated setbacks, not an ownership construct. Upon subdivision, multiple "Lots of Record" may be included in the zoning lot that governs the use and buildability of property.

...

§ 44-403. [Ch. 44, 4-3] Residential bulk and site standards.

- A. Site dimensions table. All development in Residential Districts District must comply with the requirements in Tables 403A through 403D and Diagram 403A unless otherwise expressly stated.

Table 403A: Bulk and Site Standards in R-1 Districts								
District	Lot Characteristics		Site Design			Development Intensity		
	Min. Buildable Lot Width (W) *	Min. Buildable Lot Area (square feet) *	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Max. Building Height	
			Min.	Min.	Min.		Feet	Stories
R-1A	125 feet	22,500	40 feet	16 feet	40 feet	22,500	35 feet	2.5
R-1B	70 feet	7,000	30 feet	6 feet	30 feet	7,000	35 feet	2.5
R-1C	50 feet	5,400	25 feet	6 feet	25 feet	5,400	35 feet	2.5
R-1H	50 feet	5,400	25 feet	6 feet	25 feet	5,400	35 feet	2.5

NOTES

* May include multiple Lots of Record, according to a subdivision

Table 403B: Bulk and Site Standards R-2 District

	Lot Characteristics		Site Design			Development Intensity		
District	Min. <u>Buildable</u> Lot Width (W) *	Min. <u>Buildable</u> Lot Area (square feet) *	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Max. Building Height	
			Min.	Min.	Min.		Feet	Stories
R-2								
Detached Residential ¹	50 feet	6,600	25 feet	6 feet	25 feet	6,600	35 feet	<u>2.5</u> <u>3</u>
Attached and Multi-Residential ²	75 feet	7,000	25 feet	6 feet	25 feet	3,300	35 feet	<u>2.5</u> <u>3</u>
Other Uses	50 feet	7,000	25 feet	6 feet	25 feet	7,000	<u>25</u> <u>45</u> feet	<u>4</u> <u>2</u>

NOTES

* May include multiple Lots of Record, according to a subdivision

1. Includes single-family and two-family stacked structures.

2. Includes single-family attached, two-family side-by-side, and multiple-family

Table 403B: Bulk and Site Standards R-3 Districts

	Lot Characteristics		Site Design			Development Intensity			
District	Min. <u>Buildable</u> Lot Width (W) *	Min. <u>Buildable</u> Lot Area (square feet) *	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Floor Area Ratio (FAR)	Max. Building Height	
			Min.	Min.	Min.			Feet	Stories
R-3A									
Single and Two-Family Residential Detached Residential ¹	<u>50</u> <u>70</u> feet	6,600	<u>30</u> <u>25</u> feet	<u>6</u> <u>40</u> feet	<u>30</u> <u>25</u> feet	6,600	—	<u>40</u> <u>35</u>	<u>2.5</u> <u>3</u>
Attached and Multi-Residential ²	70 feet	7,000	<u>30</u> <u>25</u> feet	10 feet	<u>30</u> <u>25</u> feet	1,500	<u>0.5</u>	<u>48</u> <u>35</u>	<u>2.5</u> <u>4</u>
Other Uses	70 feet	7,000	<u>30</u> <u>25</u> feet	10 feet	<u>30</u> <u>25</u> feet	7,000	—	<u>48</u> <u>35</u>	<u>2.5</u> <u>4</u>
R-3B									

Table 403B: Bulk and Site Standards R-3 Districts

District	Lot Characteristics		Site Design			Development Intensity			
	Min. Buildable Lot Width (W) *	Min. Buildable Lot Area (square feet) *	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Floor Area Ratio (FAR)	Max. Building Height	
			Min.	Min.	Min.			Feet	Stories
Single and Two-Family Residential Detached Residential ¹	60 feet	5,000	20 feet	6 feet	25 feet	2,500	—	45 ³⁵	2.5 ^{3.5}
Attached and Multi-Residential ²	60 feet	5,000	20 feet	Min. 9 feet or 1/3 of building height for buildings > 3 stories	25 feet	620	0.8	65 ⁴ 80 ³	6
Other Uses	60 feet	7,000	20 feet	Min. 9 feet or 1/3 of building height for buildings > 3 stories	25 feet	7,000	—	65 ⁴ 80 ³	6

NOTES

* May include multiple Lots of Record, according to a subdivision

1. Includes single-family and two-family stacked structures.

2. Includes single-family attached, two-family side-by-side, and multiple-family

4 ³. Adjacent to any parcel improved with a single family or two-family dwelling unit, the maximum permitted height is reduced to ~~65~~ ⁵⁵ feet or four stories, whichever is lower.

...



FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON PLANNING COMMISSION

This is the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from the **City of Bloomington** (APPLICANT), in **case Z-03-25**, related to **Text Amendments** to the Zoning Code relating to 1) allowed uses tables, (2) bulk and site standards, (3) transitional yards, (4) use provisions, and 5) administrative procedures (REQUEST).

After proper notice was given, as required by law, the COMMISSION held a public hearing(s) on this case on **June 4, 2025**, and hereby report their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR RECOMMENDING TEXT AMENDMENTS:

1. **The extent to which the proposed amendments are consistent with the public interest, giving due consideration for the purpose and intent of this code as set forth in § 44-1701 herein.** This standard is met. The proposed amendments are consistent with the public interest and follow the purpose and intent of the Code. The proposed changes remove barriers that inhibit practical application of the Code (conflicts, duplicates, lack of clarity), reduce conflicting interaction of the Zoning Code and the Subdivision Code, and enhance the existing Code by modifying bulk/site standards to reflect the reality of the existing community and/or restrictions and allowances of the Building Code (Ch. 10) that also controls where and how development can occur.
2. **The extent to which property values are diminished by the proposed particular zoning restriction.** This standard is met. Except in rare circumstances, property values should not be diminished by the proposed changes, and most properties should see an increase in potential value by being able to realize a greater return on investment due to reduced complexity of design as a result of more clear and consistent standards. Changes to Article XVII do not impact specific properties or values, but the process(es) through which existing regulations are implemented. A reduction in “red tape” while retaining the intent and sufficiency of review should benefit all parties.
3. **The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.** This standard is met. There is not expected to be a decrease in property values due to the proposed amendments. Most of the land area impacted by changes proposed to height or setback (R-2 and R-3 Districts) are in already developed areas, and the changes consistent with existing character, or the District assignments are intentionally placed in areas appropriate for more urban land configurations. Unless self-selecting into one of the Mixed or Multi-Family Districts, new development will rarely be impacted by the proposed changes since new zoning and development tends to occur in discrete, relatively homogenous areas. While the changes are not significant enough for most people to see from a pedestrian standpoint, they make sense based on practical considerations of construction/real estate finance and the application of relevant Building Codes.
4. **Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.** This standard is met. The proposed amendments are in harmony with the 2035 Comprehensive Plan, including the following Goals, Objectives, or

Policies: N-1.1a (Update the ordinances and regulations as needed to accomplish the goals of the Comprehensive plan); N-1.2d (Identify and eliminate the barriers for infill development); H-1.1a (Review and improve the current ordinances, codes, regulations, and permitting processes and fees, as needed and desirable, to provide more efficient mechanisms for new developments and redevelopment opportunities); ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City); and, ED-4.5 (Identify and reduce barriers for local growth and economic development).

5. **Whether the City needs the additional types of uses or development allowed by the proposed amendment.** This standard is met. The City has an ongoing need for housing of all types, but the community has also expressed a desire to encourage owner-occupancy; these amendments reduce hurdles to fulfilling that need and desire. Developers and community members have identified real-world practical and financial hurdles to community investment and development that these changes positively impact by clarifying and streamlining bulk and site standards. Other changes are practical and address problems that have been identified through the course of daily work with the existing Code.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST is in the public interest, with the following modifications:

1. The change to § 44-1708G reflect the following addition, instead of the additional language provided in the Draft for the COMMISSION: "If the majority of the members who consider an application vote in favor, but the majority is less than four (4), the matter may be referred to Council for final action. For example, if only 5 members are present, and 3 of the 5 members vote to approve, the matter may be referred to council," and
2. The correction to Table 702A, Assisted Living Facilities, reflect "P¹" (P superscript-1), instead of "P" (P no superscript).

Therefore, this COMMISSION recommends that the REQUEST for Text Amendments to the Zoning Code described above, be granted by the Bloomington City Council.

ROLL CALL VOTE: 9-0-0

AYES: Beyer, Galpalli, Cullen, Muehleck, Lewis, Krieger, Peradotti, Mosley, Boyd

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Justin Boyd, Chair

6/10/2025 | 1:29 PM CDT

Date



Regular Agenda Item No. 8.D.

For City Council: September 8, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Providing Direction on the Draft Opticos Report, as requested by the Development Services Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 4. Strong Neighborhoods

Objective 4c. Preservation of property/home valuations

Objective 4d. Improved neighborhood infrastructure

Background: In July 2024, the City Council adopted a resolution directing staff to review the Zoning Code for alignment with current and future housing needs. The City engaged Opticos Design, Inc. to conduct the study and identify opportunities for the types of housing missing from our community that could be attainable in the midst of a housing shortage.

Opticos' March 2025 assessment identified barriers and opportunities for Missing Middle Housing—housing types such as duplexes, triplexes, townhomes, and cottage courts that fit within single-family neighborhoods but are difficult to build under current codes. The study reviewed the Comprehensive Plan, zoning code, housing market data, and included stakeholder input. The report and staff presentations were shared in May and August 2025. Council and public feedback raised concerns that citywide application of MMH, amongst other issues, could allow housing types in areas where they may not be appropriate.

Public/Council Concerns and Revised Approach

Staff acknowledges the need for a more incremental and place-based strategy and proposes the following adjustments:

- **Targeted Study Areas:** Focus on specific locations where MMH may be feasible, considering neighborhood character, geography, and infrastructure capacity versus specific zoning districts.
- **Explore creation of Overlay Districts:** An overlay district is a zoning tool that adds extra rules or options to a specific neighborhood or area. Overlays only apply to mapped areas, not the whole city or specific zoning districts. They must go through the same public process as other zoning changes, including hearings, Planning Commission review, and City Council approval. It lets the City: Apply new housing or design standards only where they make sense, protect neighborhood character while

allowing more flexibility in certain areas and focus on community goals like preservation, redevelopment, or Missing Middle Housing.

- **Begin with Preservation and Regeneration areas**, where infill and redevelopment are most prioritized based on the city's comprehensive plan.
- **Incremental Implementation:** Advance MMH through a phased, small-scale approach to ensure compatibility and reduce unintended impacts.

Next Steps (If Resolution is approved)

1. **Analysis:** Identify Preservation and Regeneration areas where MMH could be appropriate.
2. **Overlay Framework:** Develop an Overlay District concept for Council review.
3. **Council Guidance:** Present findings to the Committee of the Whole before proposing any zoning amendments.
4. **Public Engagement:** Ensure all future amendments follow the required hearing and approval process.

Community Groups/Interested Persons Contacted: No notice was required for this item. Two different groups of stakeholders were invited to participate in the process of developing the MMH Scan.

Financial Impact: Increasing the supply of walkable urban living choices will likely attract families and professional who already work in Bloomington to live here as well, increasing local sales tax and spurring additional community investment. Allowing small-lot and attached housing types that can be structured to allow owner occupancy may increase property values and associated taxes by taking advantage of existing urban density allowances. Increased "by right" permission for house-scale MMH may increase the efficiency of permitting and review, reducing the staff time required to develop a wider variety of housing choices.

Attachments:

1. Resolution
2. Resolution Exhibit A

RESOLUTION NO. 2025 - ____

A RESOLUTION PROVIDING DIRECTION ON THE DRAFT OPTICOS REPORT

WHEREAS, on July 22, 2024, City Council (“COUNCIL”) of the City of Bloomington (“CITY”), McLean County, Illinois, passed Resolution No. 2024-040, including direction to evaluate the Zoning Code to ensure it addresses current and future housing needs; and

WHEREAS, the CITY contracted with the Chicago office of Opticos Design, Inc. (“OPTICOS”), a nationally recognized firm of urban designers, architects, and strategists that introduced the concept of Missing Middle Housing (“MMH”), to conduct an assessment of barriers and opportunities for MMH in the CITY; and

WHEREAS, OPTICOS reviewed the CITY 2015–2035 Comprehensive Plan, CITY Zoning Code, American Community Survey (“ACS”) 5-year Estimates, Regional Housing Market Analysis for Bloomington-Normal, existing CITY property data, and national research and trends to inform its analysis; and

WHEREAS, OPTICOS conducted multiple interviews with CITY staff and two stakeholder feedback sessions to gather input on the barriers and opportunities for MMH in the CITY; and

WHEREAS, OPTICOS has prepared a final draft of a MMH Scan™ Analysis + Definition of Barriers to Missing Middle Housing, dated March 2025, and attached as Exhibit A (“MMH SCAN”); and

WHEREAS, the COUNCIL received the MMH SCAN, including a presentation by OPTICOS with opportunities for questions and discussion, on May 27, 2025, and on August 18, 2025; and

WHEREAS, the COUNCIL finds it appropriate to acknowledge receipt of the MMH SCAN and provide direction to staff for incremental steps to address barriers to MMH and related zoning considerations.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The COUNCIL acknowledges receipt of the MMH SCAN, dated March 2025, as prepared by Opticos Design, Inc., and expresses its support for the report’s preliminary recommendation that if missing middle housing is to move forward, that staff begin with a small-scale, incremental approach to implementation, focusing on the Preservation and Regeneration areas, as defined in the City’s Comprehensive Plan.

SECTION 3. The COUNCIL hereby directs staff to further evaluate the preliminary recommendations of the report and return with formal proposals for consideration, prior to initiating any text amendments. These proposals should focus on the creation of an Overlay Zoning District that may be applied to certain areas of the community, after further research and

Council approval, rather the applying this type of housing citywide across an entire zoning district.

PASSED this 8th day of September 2025.

APPROVED this ____ day of September 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

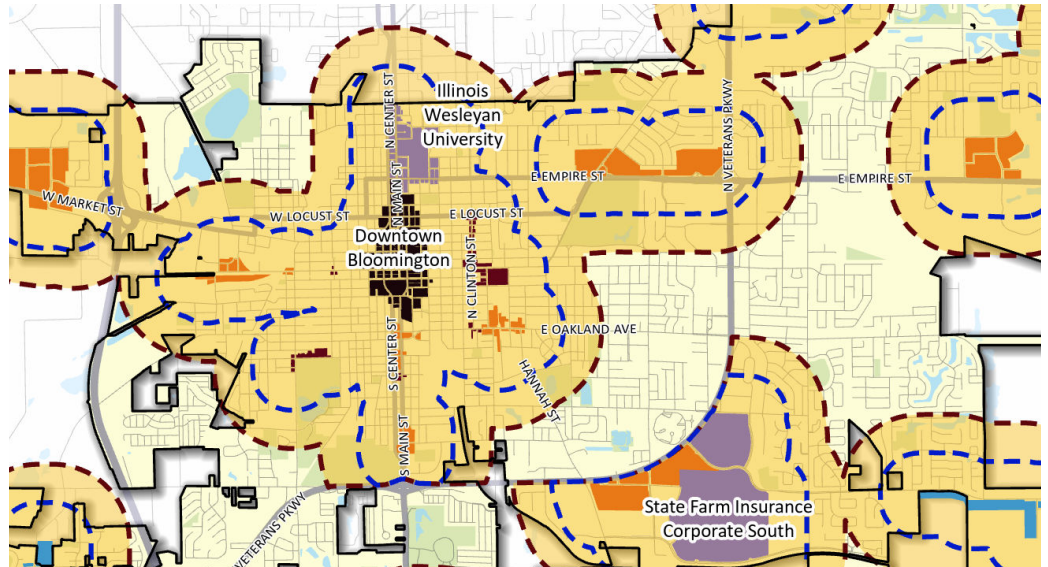
Leslie Yocum, City Clerk

EXHIBIT A

MMH Scan™

Prepared for:
City of Bloomington, IL
March 2025

Analysis + Definition of Barriers to Missing Middle Housing



Prepared For:

City of Bloomington

Development Services
115 E Washington Street
Bloomington, IL 61701

www.BloomingtonIL.gov

Prepared By:

Opticos Design, Inc.

2100 Milvia Street; Suite 125
Berkeley, California 94704

215 N Damen Avenue
Chicago, Illinois 60612
510.558.6957

Missing Middle Housing term created by Daniel
Parolek/Image © Opticos Design, Inc./For more info
visit www.missingmiddlehousing.com

What's Inside?

MMH Scan™ Analysis + Definition of Barriers to Missing Middle Housing

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Purpose + Objectives

CHAPTER

1

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1.1

What This Study Is About

The City of Bloomington is working to ensure that growth and reinvestment result in the variety of housing choice and affordability that are key for its future needs.

Sources:

¹ Emily Badger and Quoc Trung Bui, "Cities Start to Question an American Ideal: A House With a Yard on Every Lot", *The New York Times*, 2019

² *Make it count: Measuring our housing supply shortage.* Elena Patel, Aastha Rajan, and Natalie Tomeh, 2024

³ ACS 5-Year Estimates, 2010 and 2023



Source: Google Maps

Figure 1.1 An example of a duplex MMH type with separate entries in Bloomington.

The Need for More Housing Choice

In the United States, 75 percent of residential land only allows a detached single-family home.¹ The vast majority of these homes are located in conventional neighborhoods. This land use pattern, among other factors, has contributed to a housing shortage of approximately 4.9 million housing units in 2023, according to the Brookings Institute.² At the same time, real estate trends indicate increasing demand nationwide for greater housing choices in walkable environments, with convenient access to amenities and services, and reduced dependence on driving for daily needs. However, choices offered by most housing markets continue to be either single-unit houses or large apartment projects.

The City of Bloomington, from 2010-2023, gained 3,409 units. The largest increase has been in single-unit detached (+1,748 units) and large apartments, over 20 units (+787 units). The amount of small multi-unit buildings (two to four units) has decreased during this time.³

At the same time, demand for housing options in Bloomington has risen, with certain demographics, such as seniors and emerging students looking for housing types beyond large single-family homes, such as aging baby boomers and emerging professionals looking for smaller places to live closer to amenities but the available choices primarily continue to be single-family houses and large apartment projects.

Breakdown of Report Contents

This report provides a holistic overview of MMH including a look at the current housing stock, an in-depth analysis of current zoning barriers, and important criteria for future MMH development.

Chapter 1:

Purpose + Objectives

Introduces the study and the need for MMH within Bloomington

Chapter 2:

About MMH

Provides an overview of key characteristics and attributes of MMH

Chapter 3:

Missing Middle Ready Areas

Defines "walkable centers" and how MMH fits within them

Chapter 4:

Analysis of Barriers

Identifies existing barriers that prevent MMH development

The Need for Regulatory Change

Too often, the types and sizes of new dwellings that the market wants are not allowed by local policy or zoning regulations. This means that innovative developments need to go through complex and uncertain review processes when trying to respond to the shifting market. Regulatory change is needed to make new investments predictable and simple.

Missing Middle Housing (MMH) is intended to be part of low-rise residential neighborhoods, which are typically zoned as “single-family residential” in conventional zoning. In this analysis, “single-family” is also referred to as “single-unit.” However, because MMH contains multiple units, it is, by definition, not allowed in single-unit zoning districts.

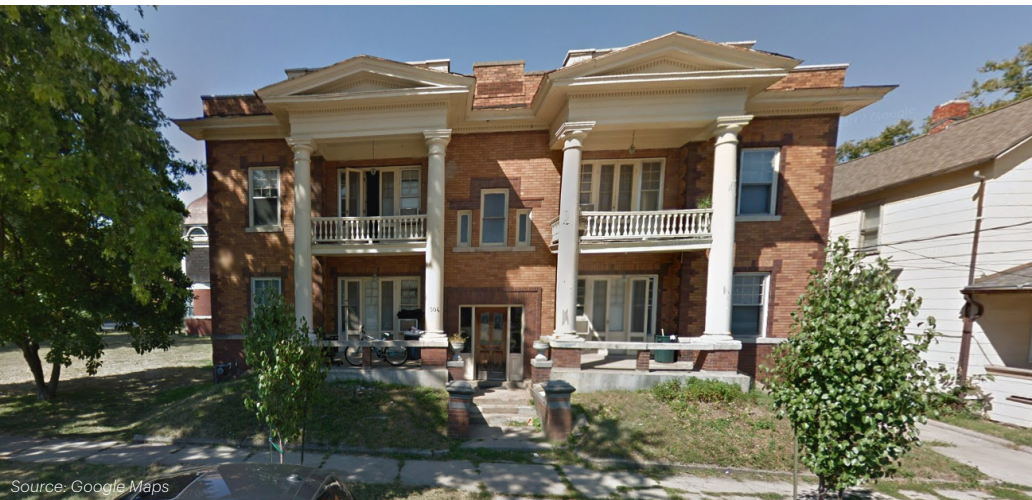
On the other hand, most multi-family zoning districts in conventional codes allow much bigger buildings (both taller and wider) and also typically encourage lot aggregation and large suburban “garden apartment” buildings. The environments

created by these zoning districts are not what is intended by Missing Middle Housing.

Focus of the Study

This study analyzed existing and potential walkable centers within the City with an objective to identify areas suitable for MMH. This was followed by the regulatory analysis of six zoning districts, selected by the City of Bloomington staff, to study how these zones could contribute to generating MMH.

The zoning districts selected were R-1C, R-2, R-3A, R-D, D-2, and B-1. The zones were selected for two reasons including, the extent to which they occur near downtown, existing centers of activity, or institutions, and because the allowed size and scale of buildings in these zones align with the house-scale nature of typical MMH types. The B-1 zone was additionally included to explore how a commercial district could incrementally allow more residential uses.



Source: Google Maps

CLOSER LOOK

Selected zoning districts include:

- **R-1C:** Single-Family Residence District
- **R-2:** Mixed Residence District
- **R-3A:** Multiple-Family Residence District
- **R-D:** Downtown Neighborhood Residence District
- **D-2:** Downtown Transitional District
- **B-1:** General Commercial District

Figure 1.2 An example of a fourplex MMH type in Bloomington.

1.2

Overview of Bloomington's Population + Housing

A starting point to understanding Bloomington's housing needs is to review how its population is projected to change over the coming decades.

Population Projections

Sources:

¹ City of Bloomington
Comprehensive Plan 2035, 2015

² Regional Housing Market
Analysis, Bloomington-Normal,
Illinois, 2022

³ ACS 5-Year Estimates, 2023

⁴ City of Bloomington GIS
Database

According to the Bring it, Bloomington! Comprehensive Plan, Bloomington is projected to reach approximately 97,000 by 2035, nearly a 27% increase over 2010. To match this population increase, Bloomington would require 13,000 new housing units by 2035.¹

The existing housing stock is primarily single-family, with some existing MMH-type housing options within the most historic areas of the City. The majority of new housing permits issued are either for detached single-family homes or large multi-family apartments, with few housing choices in between.

The Bloomington-Normal region has seen strong job growth and is an attractive market for future housing development. Despite maintaining a relatively attainable housing market, when compared to median incomes in this area, Bloomington is at risk of dramatically rising home prices due to the lack of supply and limited amount of housing units produced in the past decade.²

Solutions to this housing and affordability gap will need to explore new types of housing that offer a broader range of price points and unit sizes.

Household Characteristics³

Total Population	78,703
Average Household Size	2.24
Single-Person Households	37%
Householders aged 65+	21%
Homeowners	61.6%
Renters	38.4%
Vacant Housing Units	7.5%

Zoning Characteristics⁴

Total Amount of Land	17,797 acres
Percentage of Land Zoned with Selected Zoning Districts ⁵	52.8%
Percentage of Land Zoned for Single-Family Housing ⁶	27.9%
Percentage of Land Zoned for Multi-Family Housing ⁷	14.7%

⁵Includes R-1C, R-2, R-3A, R-D, D-2, and B-1 zoning districts.

⁶Includes R-1A, R-1B, R-1C, and R-1H zoning districts.

⁷Includes R-2, R-3A, R-3B, R-4 and R-D zoning districts.

Housing and Income Snapshot

City of Bloomington

\$75,449
median household income¹

\$224,583
median sale price²

\$1,299
average monthly rent
(any bedroom type)³

A median income household in Bloomington can afford the following without being considered "cost-burdened"...

\$236,760
home price attainable to a median income homeowner⁴

\$1,618
monthly rent attainable to a median income renter

Note: Data provided throughout the report is reflective of current conditions at the time of the release of this report in February 2025. Housing costs are rapidly increasing in Bloomington, therefore, while the analysis remains the same, the data is subject to change in the future.

Sources:

¹ ACS 5-Year Estimates, 2023

² Zillow, Housing Market Overview, Dec. 2024

³ Zillow, Rental market summary, Feb. 2025

⁴ Utilized Mortgage Calculator from NerdWallet.com. Assumes a 30 year mortgage, 10% down payment, good credit score, and 6% interest

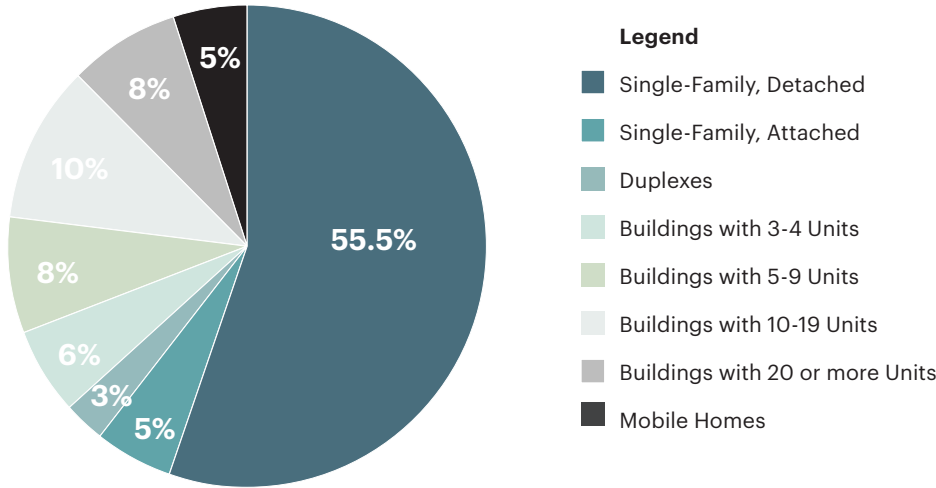
⁵ Regional Housing Market Analysis, Bloomington-Normal, Illinois, 2022

19% of homeowner households in Bloomington are cost-burdened.¹

38% of renter households in Bloomington are cost-burdened.¹

26% expected increase in residents aged 65 or older through 2026 in the region.⁵

Existing Housing Stock by Housing Type¹



1.3

Why Missing Middle Housing (MMH) Is Important in The Future of Communities

Key national trends point to Missing Middle Housing as an essential strategy for communities to spur reinvestment and housing production.

Sources:

¹National Association of Realtors

²American Planning Association

Cities Are Prioritizing Walkability for Their Triple-bottom-line Benefits

- The improved physical and mental health of residents
- Environmental stewardship
- Economic benefits

Walkable Living in Demand

- There is a 20-35 percent gap between the demand and supply of walkable urban living choices, created by the fact that on the supply side, essentially two housing products are being provided: single-unit houses and mid/high-rise apartments.
- 60 percent of people favor neighborhoods with a walkable environment, and a mix of houses and stores rather than neighborhoods that require more driving between home, work, and play.¹

Housing Choices Have Been at Extreme Ends of The Spectrum

For the past 75 years, we have primarily been building detached single-unit houses and mid-rise/high-rise apartments, without addressing the market needs between these two ends.

Millennials and Baby Boomers²

- 56 percent of millennials and 46 percent of baby boomers want to live in more walkable neighborhoods.
- 59 percent of millennials and 27 percent of baby boomers are looking for MMH.
- Emerging students and young professionals are often not able to buy a single-family home yet, or would prefer other housing choices, along with access to amenities, restaurants, and public transit.

Office Tenants¹

Office tenants prefer locations in walkable environments over typical suburban office parks by a ratio of 4 to 1.

Changing Demographics²

In 2021, 70 percent of households did not have children, but we are building as if they do. Further, nearly 30 percent of households today are single-person households, and this trend is anticipated to continue. Millennials, baby boomers, and single-person households do not need or want a large yard or house to maintain.

10,000 Baby Boomers Retire Every Day³

Half of them retirees have no retirement savings and depend on their social security payments averaging \$1,341 per month. These retirees require smaller and more affordable housing choices.

Sources

- ¹NAIOP Commercial Real Estate Development Association
- ²U.S. Census Bureau
- ³"Baby Boomers Retire", Pewresearch.org, 2010

Shortage of 3 Million Units

Across the U.S., we are 3 million units short of the demand for small-lot and attached housing units.

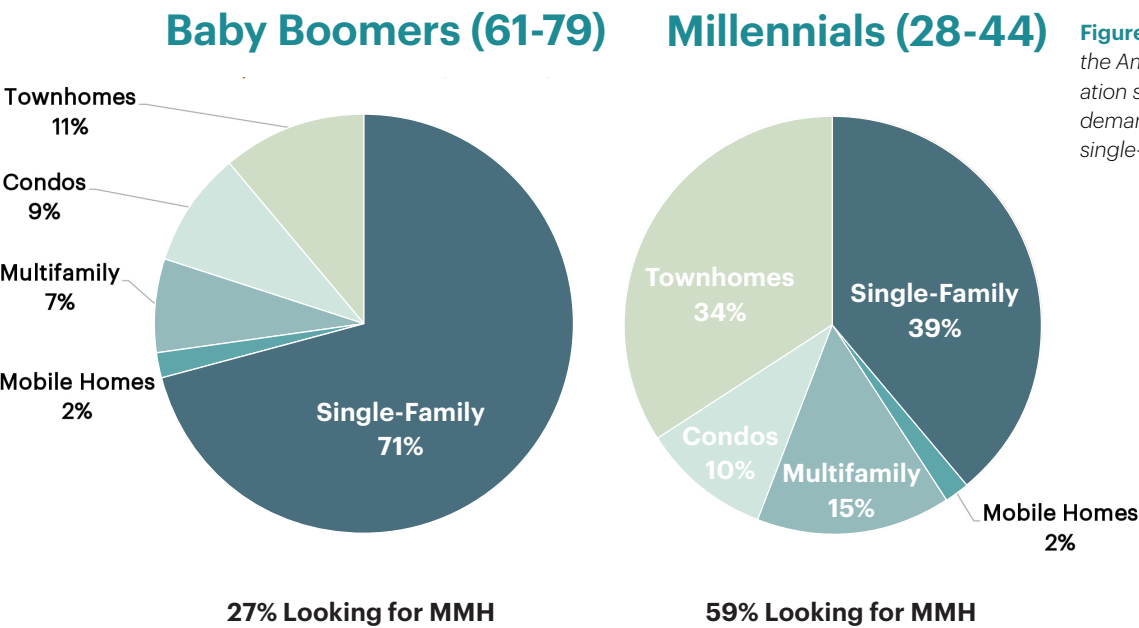


Figure 1.3 This graphic from the American Planning Association shows a growing national demand for walkability and non-single-unit housing choices.

1.4

What We've Heard

Conversations with various stakeholder groups give insights into the barriers and opportunities related to housing and development.

“Smaller and better is hopefully on the horizon. We just need to get the zoning to make it work.”

Architects of small-scale and large-scale developments within the region.

“It's really hard to maintain this diverse workforce because we don't have a diverse housing stock.”

Non-profit Investors interested in increasing housing diversity to the Bloomington market.

The following summarizes what was heard in stakeholder interviews with various interest groups involved with housing development and/or community members with a vested interest in creating an inclusive, livable Bloomington. This section provides insight into "on-the-ground" experience and perception of barriers to diversifying housing. To note, as in all public processes, this is a snapshot in time and may not reflect the opinions of all stakeholders.

Developers & Designers

The first stakeholder group consisted of a mix of 15 local investors, developers, architects, and engineers.

■ **Housing Demand.** There is a growing housing demand for senior residents and entry-level professionals/emerging students. These demographics are not looking to buy a large single-family home, however current housing stock offers them few options. Beyond a single-family home, developers are often limited to a townhouse or a large apartment product due to a combination of zoning restrictions, building code complexities, and financing tools.

■ **Zoning.** Current standards incentivize developers to "fit" as much building footprint on a lot as possible regardless of current interest to build smaller.

■ **Infill Lots.** There is interest from developers to build MMH type housing on infill lots. While the City is open to these housing options, there is a barrier due to the community's fear of increased traffic, noise, etc.

■ **Parking.** Current parking standards are high and add cost which disincentivizes developers from building these additional units. Current standards do not allow flexibility in what is counted towards the total number of parking. Occasionally, it is community members that live in the neighborhood who demand more parking be provided above what the code may require, especially for multiple units.

■ **Landscaping.** Current requirements for landscape screening and detention ponds are restrictive to development and often require the purchase of larger lots to meet these standards.

■ **Liability.** There are often problems with the insurance required for condos, so it is often avoided even if the community desires more home ownership options for multi-unit buildings.

■ **Subdivisions.** Subdivision standards that support small lot and "fee-simple" housing options is highly desirable by both developers and community members.

Community and Housing Advocates

The second stakeholder group consisted of a mix of 14 local neighborhood activists, regional planners, realtors, affordable housing providers, and neighborhood association members.

■ **Housing Demand.** Most new development is in the form of large single-family houses with little development for smaller products that fit diverse community needs. This contrasts Bloomington's rich history of MMH which included an abundance of duplexes that the community desired.

■ **Zoning.** The current code provides too many low-intensity residential zones and not enough medium or high-intensity residential zones. The City has been open to new housing and has remained steadfast in pushing for infill. They need to continue that effort.

■ **Access to Transit.** New development needs to ensure connectivity to public transit. Often, housing that is currently attainable is located in areas that are not accessible to local transit.

■ **Preservation.** There are many existing properties in Bloomington that currently are not able to keep up with maintenance or rehabilitation. Strategies to support quality repair of these homes or incentivize local developers to invest in these properties are needed. Additionally, city ownership of these and other key parcels could help prevent further neglect of these properties and potentially be used to attract developers.

■ **Neighborhoods.** There is a need to incentivize owner-occupancy within the "central city neighborhoods" of Bloomington that may already have existing MMH types. Additionally, there are many areas of Bloomington that are suitable for MMH with opportunities for infill, such as the following:

- Areas between Downtown and Clinton Street
- Along Veterans Parkway
- North of Oakland Street towards Downtown
- Areas surrounding Miller Park

■ **Assessments.** Often multi-unit properties are assessed lower than single-unit buildings in the same neighborhood. This discrepancy needs further study.

“How do we fit something smaller that can meet all the community needs?”

Neighborhood Association members

“Low residential zoning standards needs to be changed into medium or high densities.”

Affordable Housing Providers

“There are a lot of properties around the central city that are not getting attention.”

Realtor looking for renters and owners for existing properties across Bloomington.



Source: Google Maps



Source: Google Maps



About Missing Middle Housing

CHAPTER

2

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2.1 Missing Middle Housing Overview

Missing Middle Housing (MMH) can be defined as house-scale buildings with multiple units in walkable neighborhoods. They are compatible in form and scale with typical single-family homes and are an effective strategy for "gentle infill" within existing residential neighborhoods.

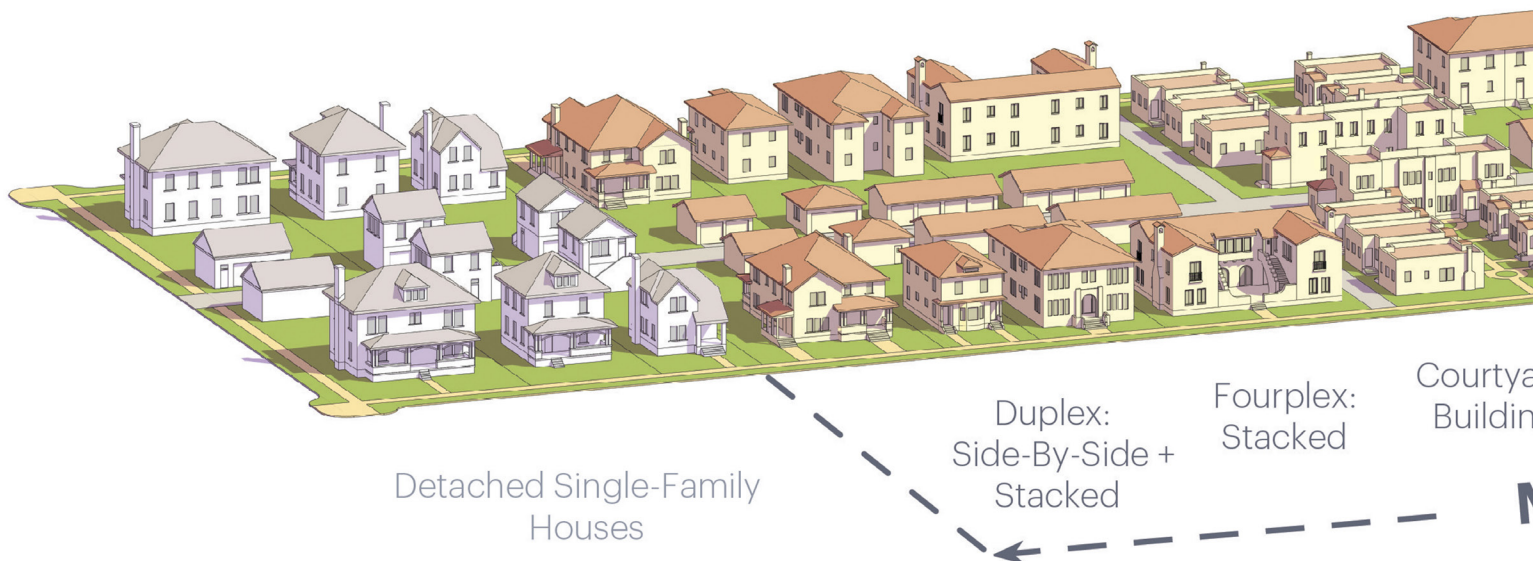
Missing Middle Housing (MMH) includes a range of house-scale buildings that contain more than one housing unit, such as duplexes, triplexes, fourplexes, and cottage courts, built to the same scale as a single-unit house. Missing Middle Housing responds to the shifting household demographics nationwide and can meet the need for more housing choices at different price points, including both rental and homeownership opportunities. Simple and well-designed Middle Housing types achieve medium density and provide high-quality, marketable options between the scale of single-unit houses and mid-rise apartments.

They are called "missing" because very few of these housing types have been built since the early 1940s due to regulatory constraints, the shift to

auto-dependent patterns of development, and the incentivization of single-unit homeownership by the federal government. Before the 1940s, they were a natural part of the housing mix, helping to provide housing choices to people at a variety of stages in their lives and income levels. Communities and organizations, including AARP, are realizing that Missing Middle Housing is important in helping neighborhoods thrive while providing housing choices as people age and desire to stay in their neighborhoods.

When implemented thoughtfully, MMH can provide pathways to ownership through smaller starter homes, increase rental options in small-scale multi-family housing, and build generational wealth with opportunities for passive income.

Figure 2.1 The palette of Missing Middle Housing types provide a range of "middle" building types between the scale of a typical detached single-unit house and that of larger residential buildings.



Benefits of Missing Middle Housing

When implemented correctly, MMH can be an important place-making tool with many community benefits, including:

■ Provides housing options

MMH provides a middle-scale housing option with smaller-sized units that help keep development costs down. This attracts a different market of buyers and renters whose needs are currently not being met.

■ Promotes access to transit

MMH supports transit as a primary way to commute by adding housing units in transit-focused environments where driving can be a choice but not a necessity. Housing near amenities and transit is a key component of fostering active lifestyles within pedestrian-safe neighborhoods.

■ Fosters sense of community

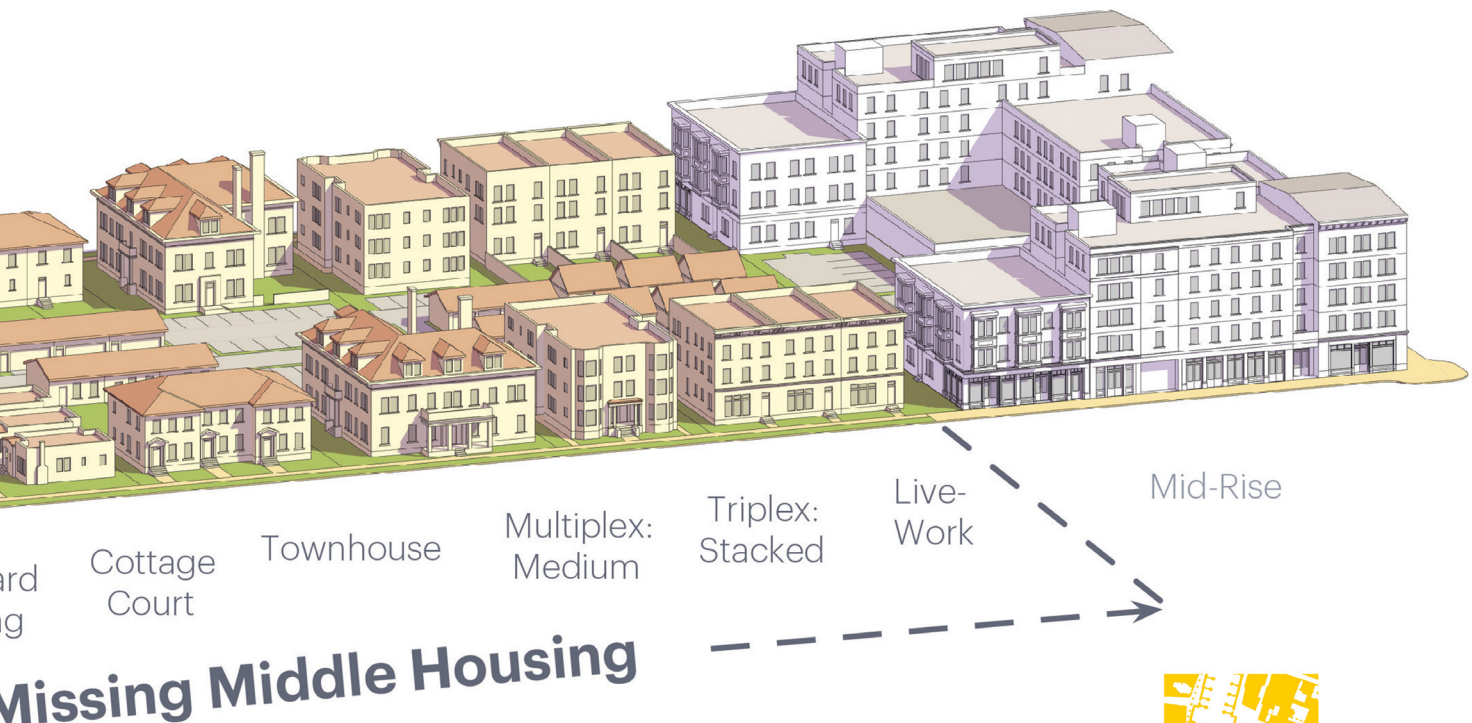
MMH integrates private and shared open spaces, promoting interaction between tenants and a sense of community that is important, especially considering the rise of single-person and older households. These types also encourage co-living, multi-generational living, etc.

■ Promotes sustainability

MMH uses land more efficiently by increasing the number of units per parcel, and consumes less energy than a single-unit house through shared walls and ceilings. These types also use fewer building materials to house more people.

■ Provide local equity-building opportunities

MMH can build local equity in the housing market. By allowing a wider range of housing types, MMH can increase attainable rental options, provide a pathway to homeownership for first-time homeowners, generate a passive income that can lower housing costs for existing homeowners, and provide a low-cost entry option for local builders. Because of their simple forms, smaller size, and Type V construction, MMH can be built incrementally over time with help from local developers and housing providers.



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Figure 2.2 49 units, 30 du/ acre
Building 175' x 165', 3 Stories.

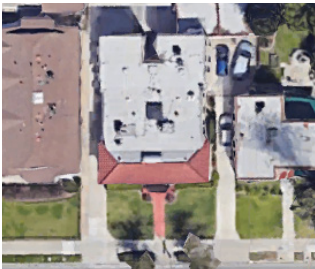
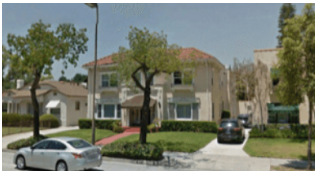


Figure 2.3 5 units, 29 du/ acre
Building 40' x 65', 2 Stories.



Figure 2.4 Shared open spaces can foster a sense of community and interaction between neighbors.

RiverHouse, Healdsburg, CA
Photo credit: Kim Carroll, Carroll Creative 2022

"Middle" in Two Ways

Importantly, Missing Middle Housing is "middle" in two ways. First and foremost, the term "middle" refers to the house-scale form and size that is compatible in width, depth, and height to a typical detached house. Second, "middle" refers to housing that is more attainable and able to deliver housing for middle-income families. Middle housing is designed to work on typical infill lots and use smaller units in buildings that can lower the land cost and be built incrementally over time. While MMH is not a guarantee of affordability, it is often called "affordable by design." These two aspects, along with the following advantages, make it distinct from other development types and highlight why MMH needs to be part of a broader housing toolbox for all cities.

Medium-Density but Lower Perceived Densities

MMH building types typically range in density from 8 dwelling units per acre (du/acre) to up to 52 du/acre, depending on the building type and lot size. It is important not to get distracted by the density numbers when thinking about these types. Density is an unpredictable factor that depends on many variables, as shown by the examples in Figures 2.2 and 2.3.

Built form is more clearly articulated by factors such as building height, footprint, and massing, meaning the overall shape or volume of a building. Due to the small footprint of MMH types, and the fact that they are usually mixed with a variety of building types, even on an individual block, their perceived density is usually quite low—they do not look like dense buildings (even though their densities may be quite high).

A combination of these MMH types provides a neighborhood with a minimum average of 16 du/acre. This is generally the threshold at which an environment has enough households to be transit-supportive, and at which neighborhood-serving retail and other services become financially viable.

Smaller, Well-Designed Units

The starting point for MMH is smaller-sized units (500 to 1,000 square feet). A common mistake by architects or builders new to building MMH is trying to force suburban unit types and sizes into urban contexts and MMH types. The challenge is to create small spaces that are well-designed, comfortable, and usable. As an added benefit, smaller unit sizes can help developers keep their costs down, improving the proforma performance of a project, while making housing options available to a larger group of buyers or renters at a lower price point.

Off-Street Parking Does Not Drive The Site Plan

Trying to provide too much on-site parking can make a MMH development project not viable. If large parking areas are provided or required, these buildings become very inefficient from a development potential or yield standpoint, reducing the 16 du/acre density threshold. As a starting point, these units should provide no more than one off-street parking space per unit. To enable lower off-street parking requirements, access to transit within walking or biking distance, and/or on-street parking availability can enable a lower need for off-street parking. Housing design that forces too much on-site parking also compromises the occupant's experience of entering the building or "coming home." This street presence and welcoming entrance can greatly impact marketability.

Simple Construction

Because of their simple forms, smaller size, and simple wood-frame construction, Missing Middle building types can help developers maximize affordability and returns without compromising quality by providing housing types that are simple and affordable to build.

Marketability

A final critical characteristic is that these housing types are very close in scale to single-unit homes and provide a similar user experience. For example, in these types, you enter through a front porch facing the street instead of walking down a long corridor or anonymous stairway to get to your unit. This makes the mental shift for potential buyers and renters much less drastic than making a shift to live in a large apartment building. This, combined with the fact that many baby boomers likely grew up in or near to similar housing types in urban areas or had relatives that did, enables them to easily relate to these housing types.

Moving the Needle on Housing

Missing Middle Housing offers an opportunity for architects, planners, real estate professionals, and developers to think outside the box and to begin to create immediate, viable solutions to address the mismatch between the housing stock and what the market is demanding: vibrant, diverse, sustainable, walkable urban places.

Missing Middle Housing types should be integrated into comprehensive and regional planning, zoning code updates, Transit Oriented Development (TOD) strategies, and business models for developers and builders who want to be at the forefront of this paradigm shift.

Bloomington needs more housing at all scales and will require thinking (and developing) in both big and small ways in order to respond to the housing crisis. Implementing policy and regulatory changes take many years or decades to see the full impact. It is imperative that Bloomington gets zoning and subdivision regulations in place now to establish a path forward to build and deliver the housing necessary to support the projected increase in population.



Figure 2.5 *The simple forms, smaller size, and compatibility with simple wood-frame construction help maximize affordability and investment returns, and are consistent with the construction strategies familiar to most residential homebuilders, as shown in this under-construction MMH project in Papillion, Nebraska.*

2.2 Important Attributes of Missing Middle Housing

Important Design Elements of Missing Middle Housing Types

Key design features distinguish Missing Middle Housing from other multi-unit housing developments. All Missing Middle Housing types share the following important characteristics:

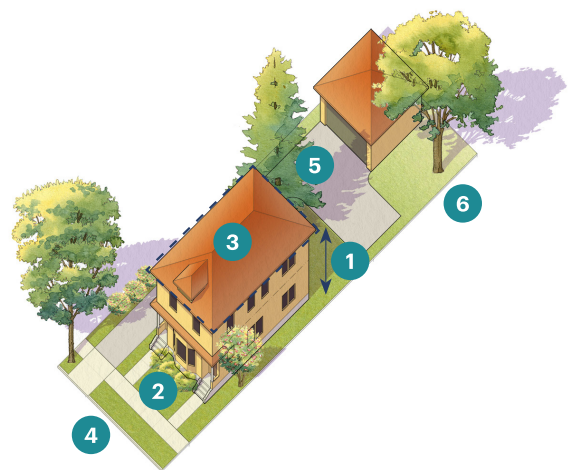
- **Height.** Like a single-unit home, MMH types are typically two to two-and-a-half stories maximum. A third story can be allowed with careful consideration of form and scale impacts on the surrounding built environment.
- **Multiple units per building.** These types have anywhere from two to 12 units per building. Upper Missing Middle types may have a maximum of 20 units.
- **Footprint.** With a main body width of 50-60 feet along the street and up to 80 feet overall when secondary "wings" are included, MMH footprints are compatible with single-unit homes.
- **Off-street parking.** No more than one off-street parking space per unit is recommended for MMH. Detached parking structures can help maintain a house-scale form for primary buildings in neighborhoods with houses with narrower widths.
- **On-site open space.** Private open space is not needed and should not be required. Instead, a shared open space is provided in the form of a rear yard, a wide side yard, or a courtyard space.
- **Driveways.** Driveway design for MMH types should match the neighborhood context on a per-lot basis. If no alley is present, single-wide driveways are recommended when possible to avoid building frontages dominated by parking.

Sources:

¹*Missing Middle Housing, Thinking Big and Building Small to Respond to Today's Housing Crisis*, Dan Parolek, Island Press

Figure 2.6 Important Form Characteristics of Missing Middle Housing

- 1 Maximum height
- 2 Number of units
- 3 Footprint / main body dimensions
- 4 On-street parking
- 5 Driveways (if any)
- 6 On-site open space



Important Elements to Regulate through Zoning

Building on the important design elements, Missing Middle Housing requires zoning tools that are different from large-scale multi-unit housing development. For the successful application of MMH types, zoning and/or other applicable standards need to be calibrated to control the characteristics listed below.

■ Building Form + Scale

Overall building size (including maximum height, width, and depth) is best controlled by regulating lot width. Buildings the size of a house, or "house-scale," create an environment that is pedestrian friendly and ideal for residential zones.

■ Placement of Buildings, Parking, and Open Space

The location of a buildings' primary facade (how far a building sits back from the street), parking (limiting driveways and parking in the front of a building), and open space placement and layout help control neighborhood character.

■ Interaction with the Public Realm

The items listed above, as well as appropriate building frontage types (such as a porch or stoop) ensure that housing developments contribute to the overall quality of the public realm and create a pedestrian focused environment.

Location of Missing Middle Housing in Walkable Contexts

A critical characteristic of MMH types is that they are most effective when located within an existing or newly created walkable context. Buyers or renters of these housing types choose to trade larger suburban housing for less space, less yard to maintain, and proximity to services and amenities such as restaurants, markets, services, and employment.

For most towns or cities, including Bloomington, the most walkable neighborhoods are those located near downtown, in the historic core, or around commercial centers. These walkable neighborhoods likely already have, or could support, many Missing Middle types. In addition, there are areas that are not yet walkable but have the potential to become so with pedestrian-focused improvements and zoning that supports additional mixed use centers or corridors.

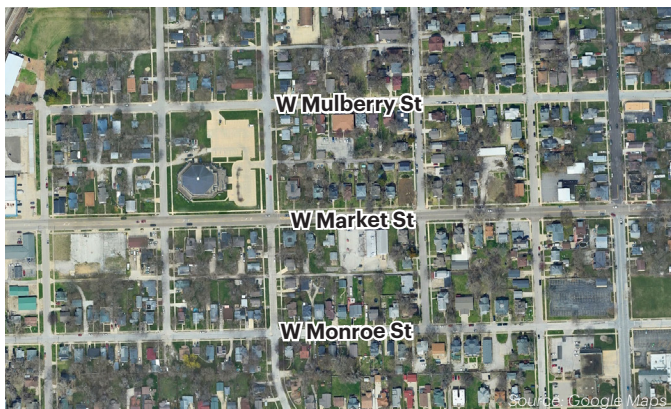


Figure 2.7 The Gridley Allen Prickett historical neighborhood in Bloomington has a large inventory of existing MMH types.

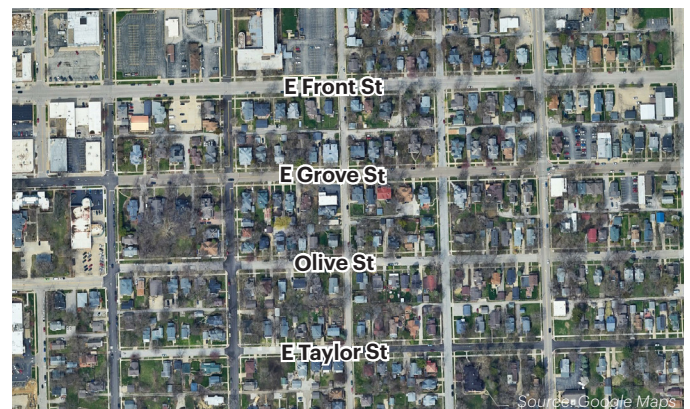


Figure 2.8 The Dimmet's Grove neighborhood in Bloomington is considered walkable and has a large inventory of existing MMH types.

Building Form & Scale

Elements of Building Form

The physical form of a building - its shape, size, height, and placement on a lot - is an important consideration when adding multi-unit housing within existing single-unit residential neighborhoods or establishing new neighborhoods. Controlling building forms helps to ensure that when new building types are introduced, they not only expand housing choice but also having a positive impact on the surrounding neighborhood.

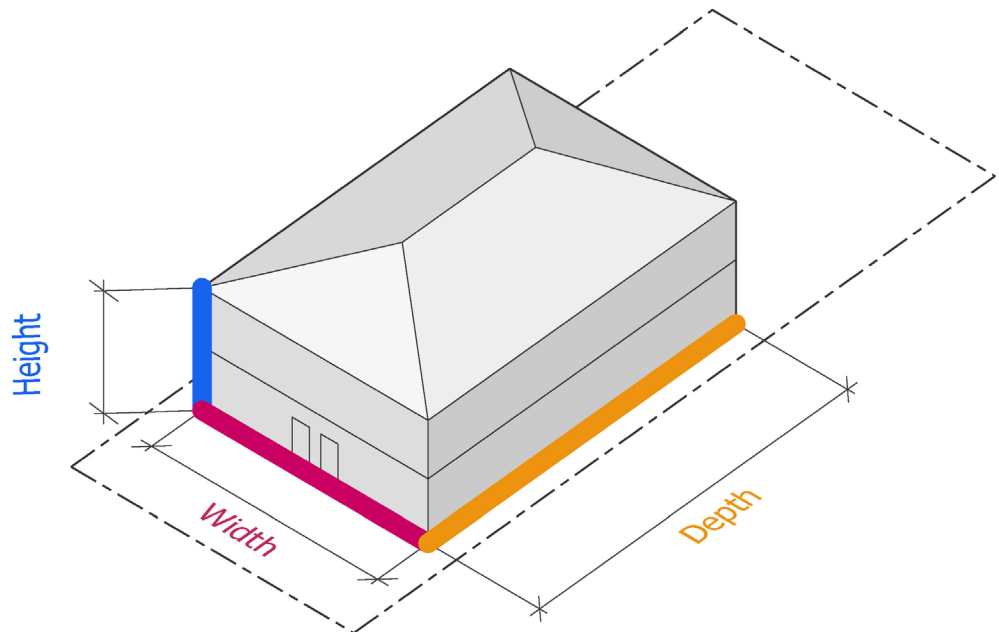
Because Missing Middle Housing includes a range of building types, varying in scale and intensity, they can easily be applied across a spectrum of built environments. Broadly speaking, buildings can be categorized into two groups: house-scale buildings and block-scale buildings (see the facing page for more details). Each MMH type has unique characteristics that dictate whether it works best in a house-scale or a block-scale application.

Best Practice for Regulating

Regulating by building footprint, height, and type can yield more predictable results and therefore ensure the correct application of house-scale versus block-scale building that align with the scale of the existing or desired environment.

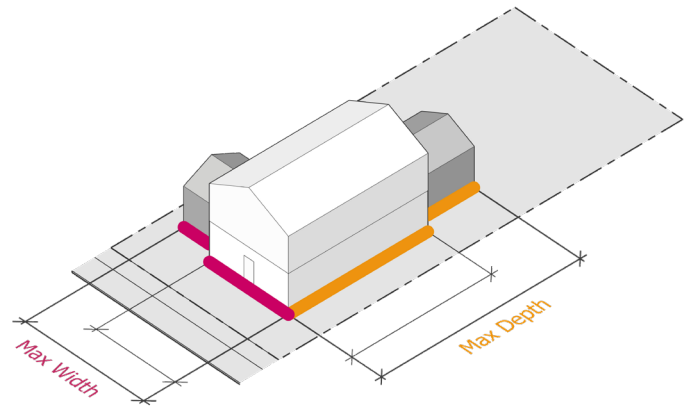
Notes:

Each Missing Middle Housing type has building dimensions (height, width, and depth) that are specific to it, and based on accurate internal layouts. See Section 2.3 for dimensions specific to each type.



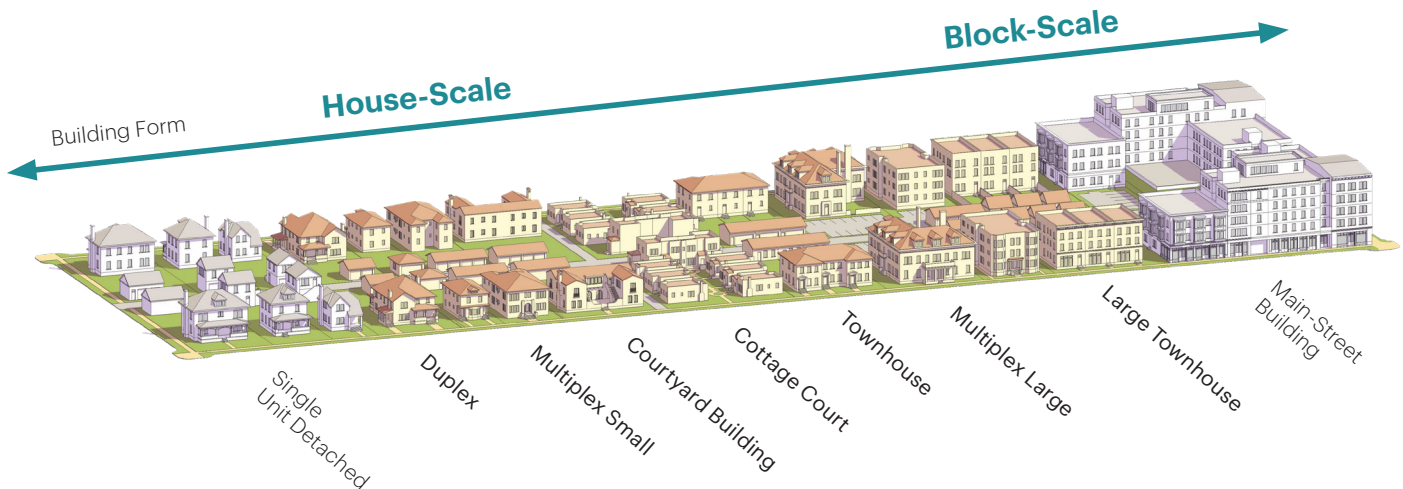
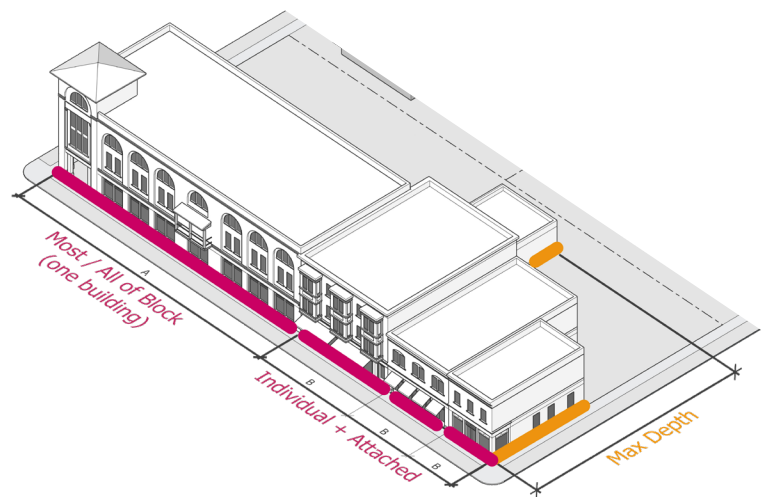
"House-Scale"

House-scale buildings are those that match the size and scale of a typical house, in terms of width, depth, height, and architectural details. House-scale buildings are typically a maximum 2.5 stories tall, such as single-unit houses, duplexes, triplexes, fourplexes, small multiplexes, cottage courts, and courtyard buildings. Building widths of these types range from 25 feet to 75 feet overall, including secondary wings. House-scale buildings will fit best in predominately residential zones.



"Block-Scale"

The footprint of a block-scale building occupies most of, if not all of, a city block; or, when multiple buildings are arranged together along a street, appear as long as most or all of a block. Examples include large multiplexes and townhouses. Block-scale buildings are most appropriate within a downtown fabric or directly along a major corridor. See Section 2.4 Upper Missing Middle Housing section for applications of block-scale middle housing types.



Lot Width

Importance of Lot Width

Zoning standards often regulate development by lot area to reinforce maximum allowed density. This approach may be appropriate for larger projects but not necessarily for infill lots. The approach of regulating using lot area prevents some housing types that are otherwise physically compatible with single-unit dwellings.

Applying lot width standards inherently controls the scale of buildings constructed on them. Lot width can be a more effective regulation than lot area because many projects can comply with the minimum lot area but still result in a building that is too large for its context. Even with low-density housing types such as a duplex, if allowed to fill up the building envelope, it can result in a building that is within the density limits but is larger than nearby houses in the same neighborhood. In conjunction with setbacks and height standards, a "buildable envelope" is created, ensuring a building's width, depth, and height dimensions cannot exceed that of the surrounding context.

Best Practice for Regulating

Regulating by lot width, and coordinating each lot size with housing types and maximum building footprints, creates MMH development that is correctly scaled across a range of neighborhood scales.

Typical Lot Widths of MMH Types

The graphic on the next page shows colored bars that display the typical lot width range for each MMH type. A range is provided to accommodate both parking access from an alley in the rear of the lot, which allows for a narrower lot, and parking access from the front of the lot, which requires a slightly wider lot. Both parking access conditions are found in Bloomington.

It is important to note that the diagram below represents the ideal width of a lot in order to understand which building types fit best. These typical lot sizes may consist of one or more "lots of record" when subdivision is taken in to consideration. For example, the side-by-side duplex or cottage court sites could be subdivided into individual "fee simple" lots to allow for ownership of each unit.

The Palette of Missing Middle Housing Types with typical Minimum Lot Widths

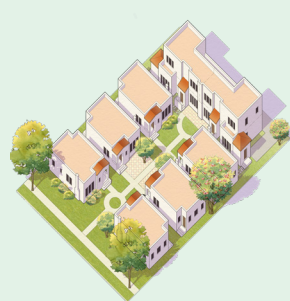
The palette of MMH types is provided for reference to the ideal lot width range of each type.



Duplex Side-by-Side
50'-75'



Duplex Stacked
40'-75'

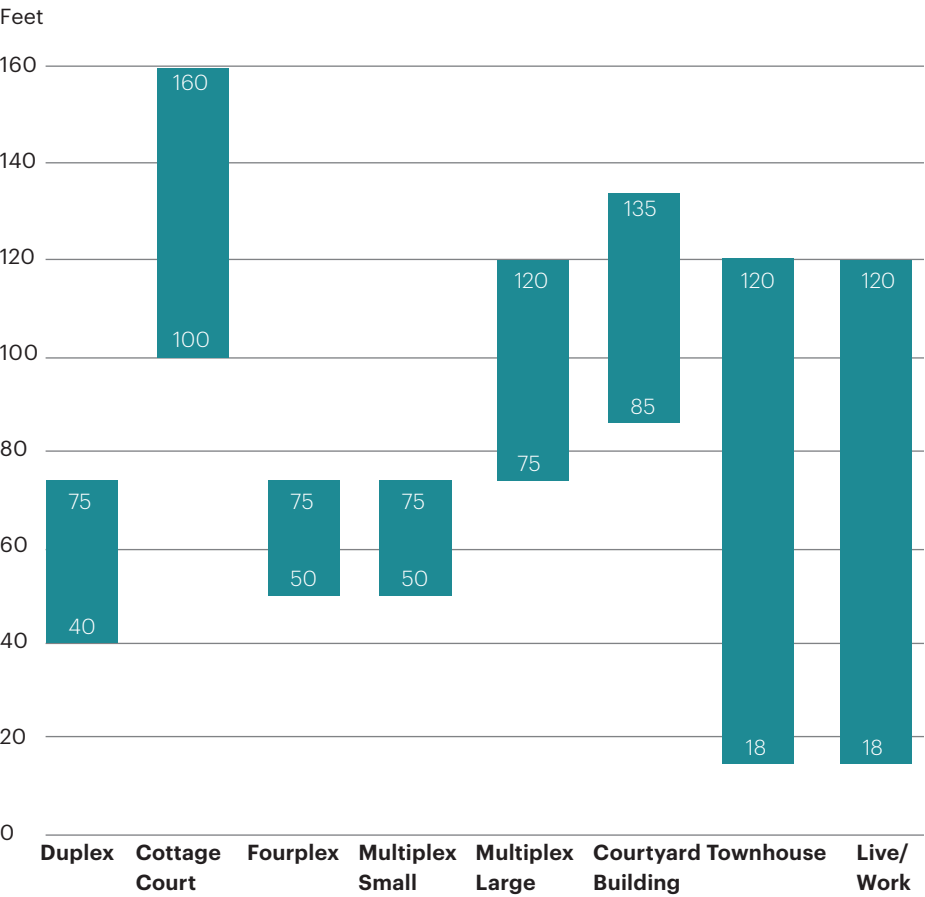


Cottage Court
100'-160'

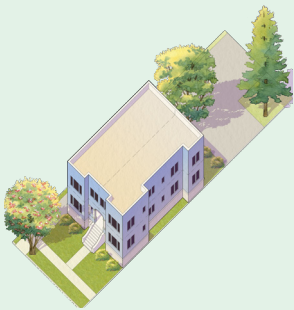


Fourplex
55'-80'

Lot Width Ranges for Typical MMH Types



Notes:
Width ranges of up to 120 feet for townhouses and live/work are assuming multiple attached housing units. Best practices limit these to a set or "run" of four to six attached units before a massing break is required.



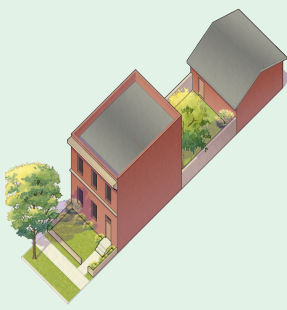
Multiplex Small
55'-80'



Multiplex Large
70'-120'



Courtyard Building
95'-150'



Townhouse
18'-25'



Live/Work
18'-25'

Frontages

What is a "frontage"?

A frontage is a ground-floor architectural feature (such as a porch, stoop, or storefront) that marks the entrance of a building and, therefore, provides a transition between the public and private realms. Frontages distinguish MMH from larger multi-unit buildings by mimicking the experience of entering a single-unit house from a privacy door, porch, or stoop as opposed to a long corridor.

Regulating frontages ensures that buildings interact with the public realm, and the transition between the two is designed to be pedestrian-scaled and encourage walkability.

The frontage types below are based on examples found in cities across the country. The most common frontage types in a particular neighborhood can be easily identified through a survey of existing conditions.

Why are frontages important?

Because MMH types are often embedded in residential zones, frontages that are consistent with those used on single-unit houses, such as porches and stoops, help MMH contribute to the residential look and feel of neighborhoods where they are located.

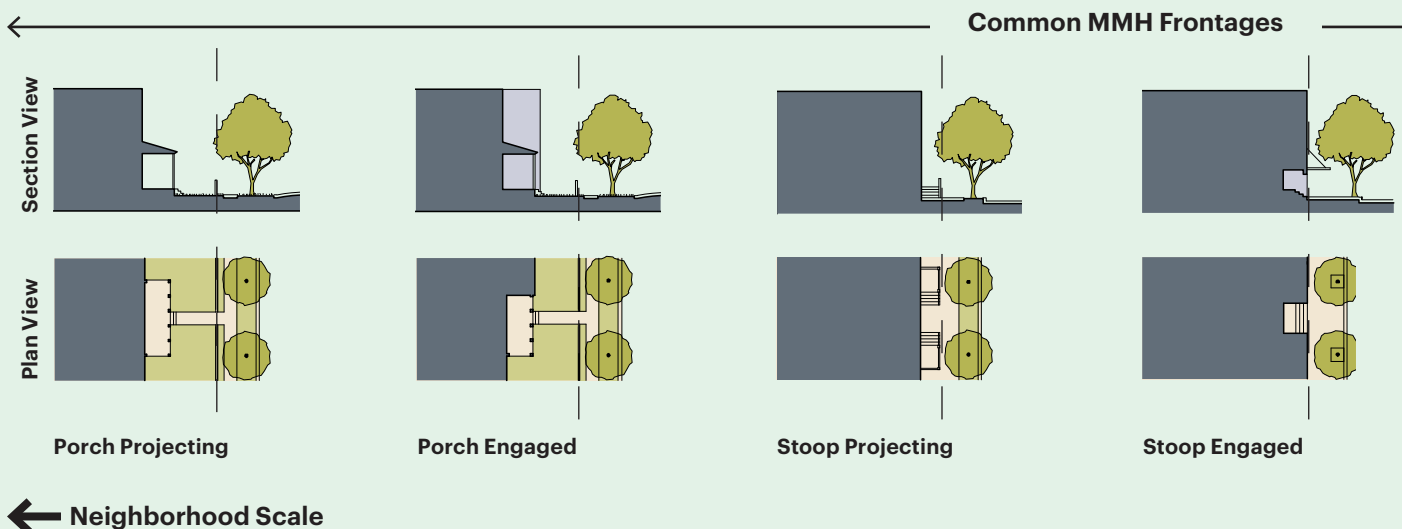
A strong sense of community is an important benefit that Missing Middle Housing provides to a neighborhood, and frontage types play a key role in this by creating a strong connection to the pedestrian-oriented streetscape.

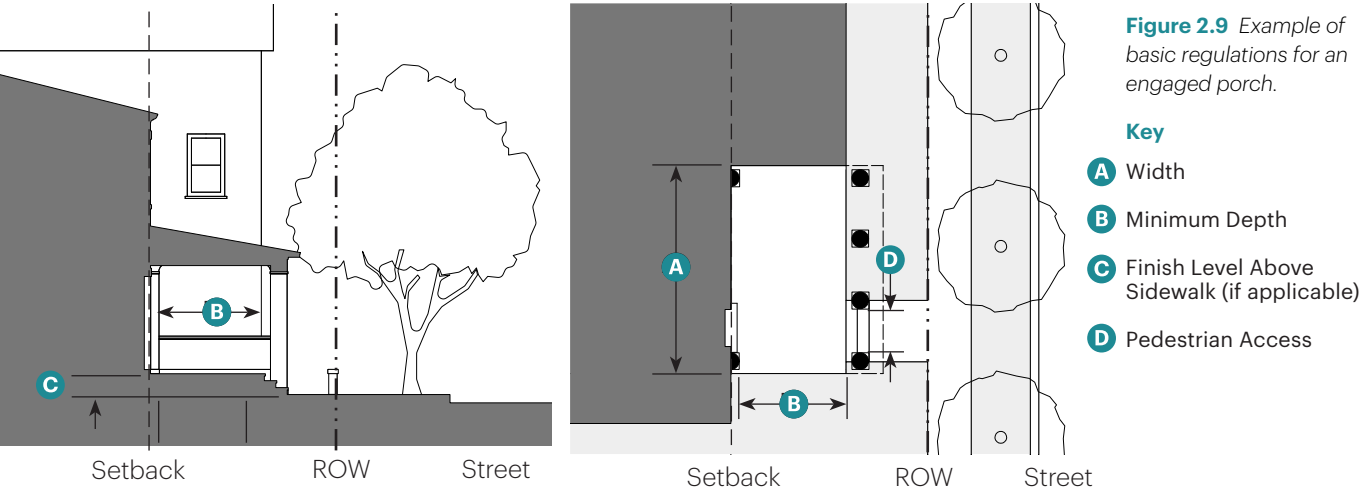
Buildings with blank facades or entries that are not visible from the street can appear anonymous. Creating clear, distinct entryways with room for socializing reinforces the neighborhood character of MMH types and provides for a more convivial and welcoming streetscape.

CLOSER LOOK

Spectrum of Frontage Types

Source: *Form Based Codes: A Guide for Planners, Urban Designers, Municipalities, and Developers*, Dan. Parolek AIA, Karen Parolek, Paul C. Crawford FAICP, Island Press



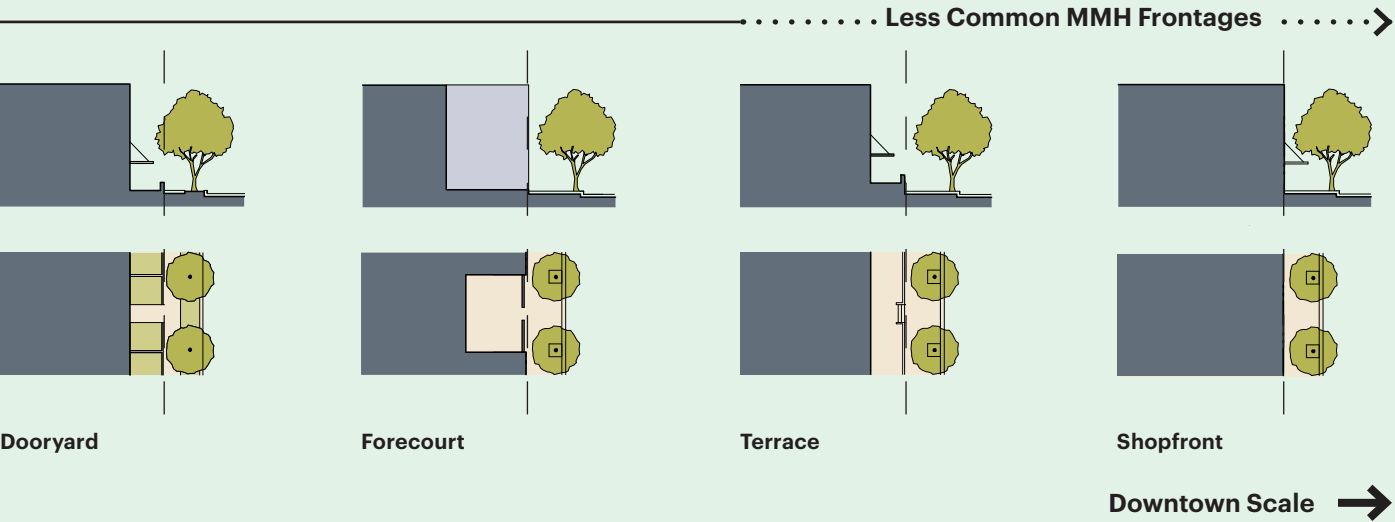


Best Practice for Regulating

The detailed regulations for frontage types should be based on measurements from good local precedents to ensure they are appropriate. For instance, setting the correct minimum depth for stoops and

porches guarantees that they are usable, look like they are from the area, and that they improve the public/private interface by providing residents with a place to sit outside and greet their neighbors.

Source:
Form Based Codes: A Guide for Planners, Urban Designers, Municipalities, and Developers, Dan. Parolek AIA, Karen Parolek, Paul C. Crawford FAICP, Island Press



Parking Requirements

Q CLOSER LOOK

The Real Cost of Parking

Surface Parking:
\$1,500 to \$5,000

**Surface Parking with
Roof: \$5,000 to \$10,000**

Garage Parking:
\$25,000 to \$50,000

Costs are per parking space and inclusive of land costs. The costs shown above are US national averages from 2020.

Source: RS Means, www.rsmeans.com

Parking Design and Location

The number of required off-street parking spaces can greatly impact the feasibility of Missing Middle Housing, and is one of the most common barriers to enabling MMH. MMH building types rely on efficient use of available space on a lot for housing. For this reason, parking requirements can quickly become a barrier, as parking spaces use land on a lot that could be used for housing or shared open space.

The diagrams below illustrate how parking requirements can be a barrier to MMH on typical lots. In this example, no off-street parking requirements would enable a fourplex on even a small, 50-foot wide lot. When the requirement is two parking spaces per housing unit, most smaller lots could not accommodate the fourplex type because of the required parking spaces and driveways for access.

Apart from the land required to accommodate high parking standards, development costs for parking spaces, especially enclosed spaces, quickly affect the feasibility and attainability of MMH type projects (see national averages for parking space costs at left).

Best Practice for Regulating

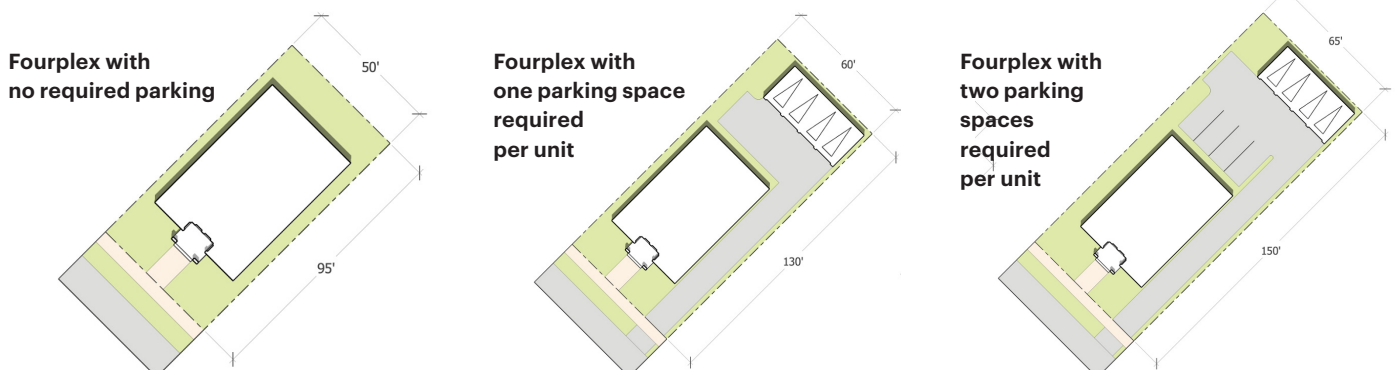
Parking requirements should be coordinated to existing conditions, such as available street parking, proximity to transit and alternate transportation modes.

Best practices advocate for removing parking minimums, and even setting parking maximums, particularly in areas with available mobility options. To control costs and open space, it is recommended to not exceed one off-street parking space per housing unit regardless of bedroom count.

When parking is provided, the selection of surface materials and design of the parking lot should aim to minimize urban heat island effect and untreated storm-water runoff. For example, using lighter-colored pavement and/or permeable pavers or paving material instead of typical asphalt can be a simple alternative.

Finally, when possible, parking should be located behind MMH buildings, reserving the front facade for frontage types and private open space to enhance the pedestrian experience of the street. At a minimum, garages should be required to be setback behind the front facade of the building.

Parking Requirements + Feasibility



Open Space

Benefits of Open Space

Open space is essential to encourage active and healthy lifestyles, allow people to connect with nature, increase tree canopy in communities, and help mitigate the effects of climate change.

Open space is an important attribute of MMH types, and is provided as both shared and/or private open space on the lot. Well-designed open spaces can create an inviting place for residents to relax and interact, allow for community gathering, provide greenery and trees. In addition, well-designed open space activates the adjacent street and public realm and helps connect neighborhoods.

Open Space Design Considerations for MMH

- Design open spaces to function as semi-private/private/shared spaces depending on the MMH type.
- Protect existing trees on the lot to the extent feasible, and provide space for new trees.

- For narrower front or side setbacks, consider uses such as native gardens, swales for stormwater treatment, etc.
- Utilize lighter-colored and permeable materials for hardscaped areas.
- Use landscaping to define building entrances and access.
- In MMH types with more units, such as a cottage court or courtyard building, the open space serves as the main gathering place. It is important to design the space to be usable (and ideally multi-functional), place it in a central location, and orient surrounding building facades and entrances to frame it. Frontages such as dooryards, stoops and porches can be used to make the open space inviting and encourage interaction.
- In the case of larger sites, the design of open spaces should consider existing mature trees and natural features, such as creeks, and integrate them into the site layout.

Open Space Best Practices for MMH



- A** Building frontage and entrance face open space
- B** Front setback landscaped, pathways reinforce pedestrian entrances
- C** Shade trees and green infrastructure

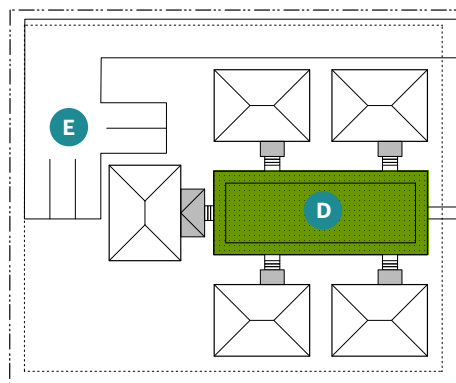


Figure 2.10 Left: Detached houses facing an open space.

Figure 2.11 Right: Open space within a cottage court.

- D** Recommended minimum 20 feet width for shared open space, building entrances from open space
- E** Open space oriented to street, parking at the rear of the lot

2.3 Palette of Missing Middle Housing Types

A range of building types for different contexts.

Building types, meaning structures defined by their configuration, disposition, and function, are a fundamental element of urban design and development. Matching building types to the existing context based on their spatial requirements is essential to creating a cohesive built environment. The palette of MMH types below identifies the ideal lot dimensions

across the spectrum of types organized by scale. Each building type requires the minimum lot dimensions shown to provide a high-quality living environment for residents, and the maximum is the limit at which lots become too large to deliver compact development patterns that support walkable environments.



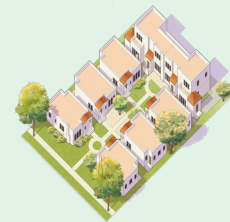
The Palette of Missing Middle Housing Types



Duplex Side-by-Side
2 units



Duplex Stacked
2 units



Cottage Court¹
5-10 units



Fourplex
3-4 units

Ideal Characteristics of Missing Middle Housing Types

Vehicular Access	Front	Rear	Front	Rear	Front	Rear	Front	Rear
Max. Height (Stories)	2.5		2.5		1.5		2.5	
Lot Width (ft.)²	50' - 75'	40' - 70'	40' - 75'	30' - 70'	100' - 160'	90' - 150'	55' - 80'	50' - 70'
Lot Depth (ft.)	100' - 150'	100' - 150'	100' - 150'	100' - 150'	100' - 150'	100' - 150'	100' - 150'	100' - 150'
Area of Lot (sq.ft.)	5,000 - 11,250	4,000 - 10,500	4,000 - 11,250	3,000 - 10,500	10,000 - 24,000	9,000 - 22,500	5,500 - 12,000	5,000 - 10,500
Resultant Density								
Without ADU	8 - 17	8 - 22	8 - 22	8 - 29	18 - 22	19 - 24	15 - 32	17 - 35
With ADU	12 - 26	12 - 33	12 - 33	12 - 44	n/a	n/a	18 - 40	21 - 44

¹ Variation: Pocket Neighborhood. The lot for this variation is the size of most of a block, and the shared court is much larger, or consists of two or more shared courts. The individual cottages are expanded to include a mix of duplex and fourplex buildings.

² May consist of one or more "Lots of Record" when subdivision is taken into consideration for ownership purposes.

The listed resultant densities are obtained from designing units that reasonably fit within each MMH building type. This differs from density regulations that predetermine how many units are allowed on a lot without regard for what can fit. In addition, the results vary depending on front or rear vehicular access to parking. The densities listed below correspond to each type's lot dimensions range.

Although lot area is regularly used as a zoning regulation, it should not be the primary regulation. Instead, lot width and the resulting building width should be prioritized. This approach provides more targeted regulations that have a greater impact on the quality of the public realm

and help to deliver more predictable building forms.

The dimensions shown in the palette below and on the subsequent pages result from years of on-the-ground research and design work by Opticos for private and public sector clients. These dimensions are meant to be used as a starting point and should be calibrated for each community's existing conditions, lot patterns, and desired community form.

The Palette of Missing Middle Housing Types



Ideal Characteristics of Missing Middle Housing Types										
Vehicular Access	Front		Rear		Front		Rear		Front	
Max. Height (Stories)	2.5		2.5 (3 ³)		2.5 (3)		2.5 (3)		2.5 (3)	
Lot Width (ft.)	55' - 80'	50' - 70'	70' - 120'	60' - 110'	95' - 150'	85' - 140'	n/a	16' - 45'	n/a	16' - 45'
Lot Depth (ft.)	100' - 150'	100' - 150'	100' - 150'	100' - 150'	110' - 175'	110' - 175'	n/a	85' - 120'	n/a	85' - 120'
Area of Lot (sq.ft.)	5,500 - 12,000	5,000 - 10,500	7,000 - 18,000	6,000 - 16,500	10,450 - 26,250	9,350 - 24,500	n/a	1,360 - 5,400	n/a	1,360 - 5,400
Resultant Density										
Without ADU	36 - 40	41 - 44	37 - 44	44 - 48	25 -33	28 - 36	n/a	8 - 32	n/a	8 - 32
With ADU	n/a	n/a	n/a	n/a	n/a	n/a	n/a	16 - 64	n/a	16 - 64

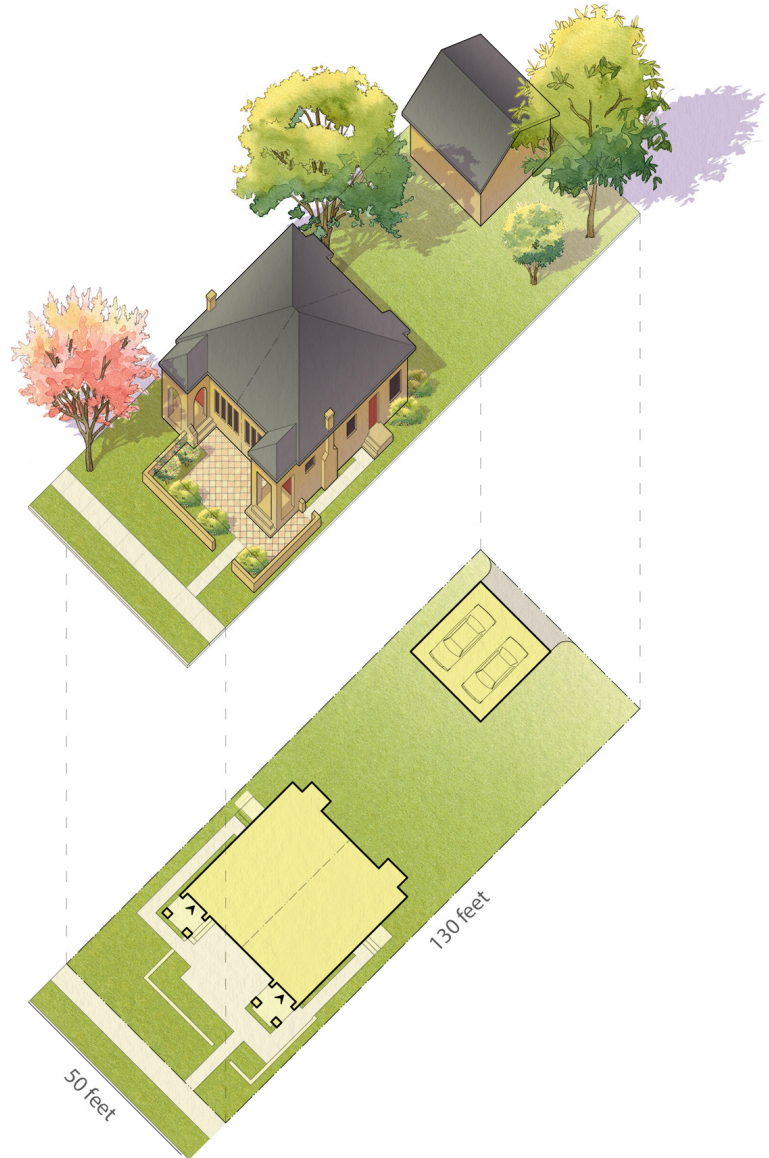
³In more intense neighborhoods, this type can be designed to have a third story, or a portion of a third story, depending on the intended physical character of the neighborhood.

Duplex Side-by-Side

Description

A small- to medium-sized building that consists of two dwelling units, one next to the other, both of which face and are entered from the street.

A variation of this is the "front-to-back" duplex. This variation and the side-by-side building type are meant to provide two units within the footprint of a single-unit building. These are distinct from the non-recommended practice of attaching two single-unit houses to form two attached units. This latter approach often results in a building that is larger and is out of scale with its single-unit neighbors.



Accessory Dwelling Unit (ADU)

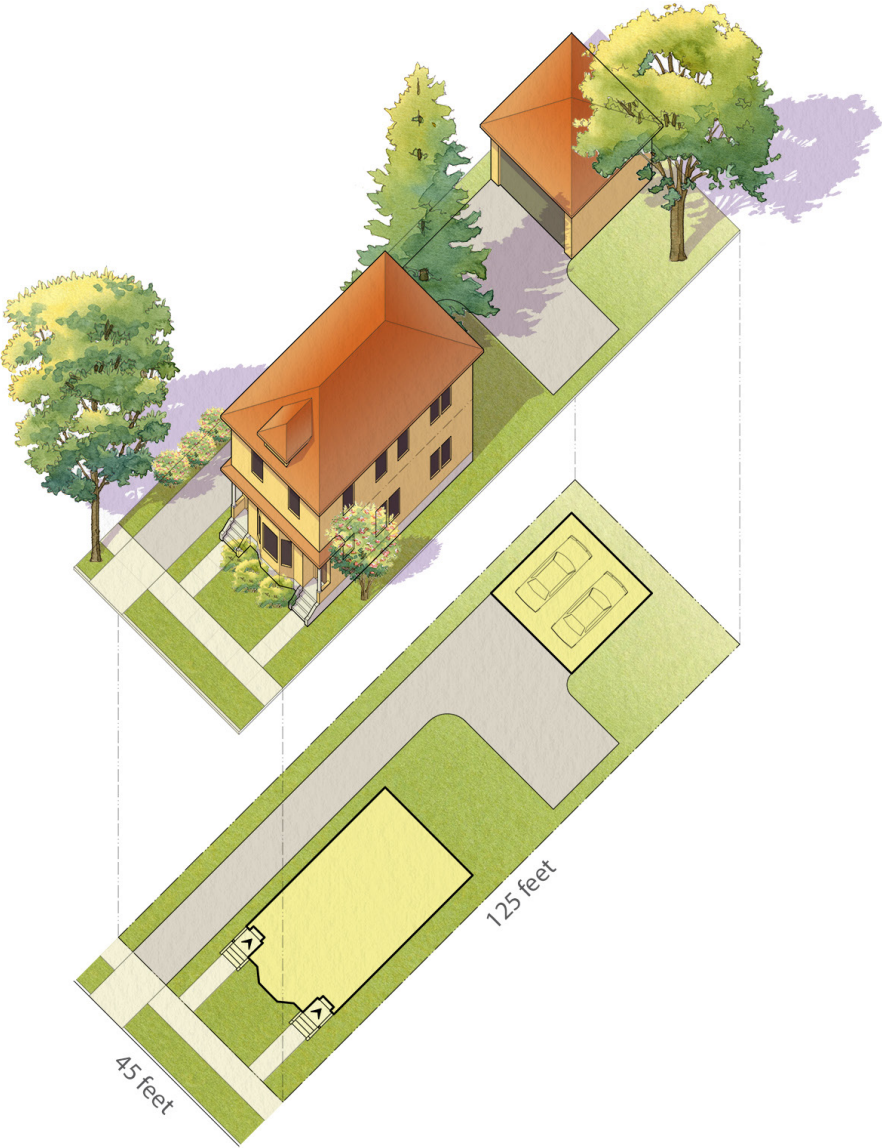
The ADU can be located above the garage building to provide an additional unit separate from the main building.

2

Duplex Side-by-Side

Number of Units	Vehicular Access	
	Front	Rear
Lot Width (ft)	50' - 75'	40' - 70'
Lot Depth (ft)	100' - 150'	100' - 150'
Resultant Density (du/acre)		
Without ADU	8 - 17	8 - 22
With ADU	12 - 26	12 - 33

Duplex Stacked



Description

A small- to medium-sized building that consists of two stacked dwelling units, one on top of the other, both of which face and are entered from the street.



Accessory Dwelling Unit (ADU)

The ADU can be located above the garage building to provide an additional unit separate from the main building.

Duplex Stacked			
Number of Units	Vehicular Access		
	Front	Rear	
2	Lot Width (ft)	40' - 75	30' - 70'
	Lot Depth (ft)	100' - 150'	100' - 150'
	Resultant Density (du/acre)		
	Without ADU	8 - 22	8 - 29
	With ADU	12 - 33	12 - 44

Cottage Court/Bungalow Court

Description

A series of small, detached buildings on a lot arranged to define a shared court that is typically perpendicular to the street. The shared court takes the place of a private rear yard and is an important community-enhancing element.

The accessory dwelling unit (ADU) is not recommended for this type due to the limited number of available off-street parking spaces.

A larger version of this type is known as the “pocket neighborhood”. This type differs from the cottage court primarily by site size. Typically, the pocket neighborhood is on a site at least twice as large as the cottage court, has larger dwellings and a variety of housing types (houses, duplexes, etc.).



Cottage Court/ Bungalow Court

Number of Units

Vehicular Access

Front

Rear

Lot Width (ft)

100' - 160'

90' - 150'

Lot Depth (ft)

100' - 150'

100' - 150'

Resultant Density (du/acre)

Without ADU

18 - 22

19 - 24

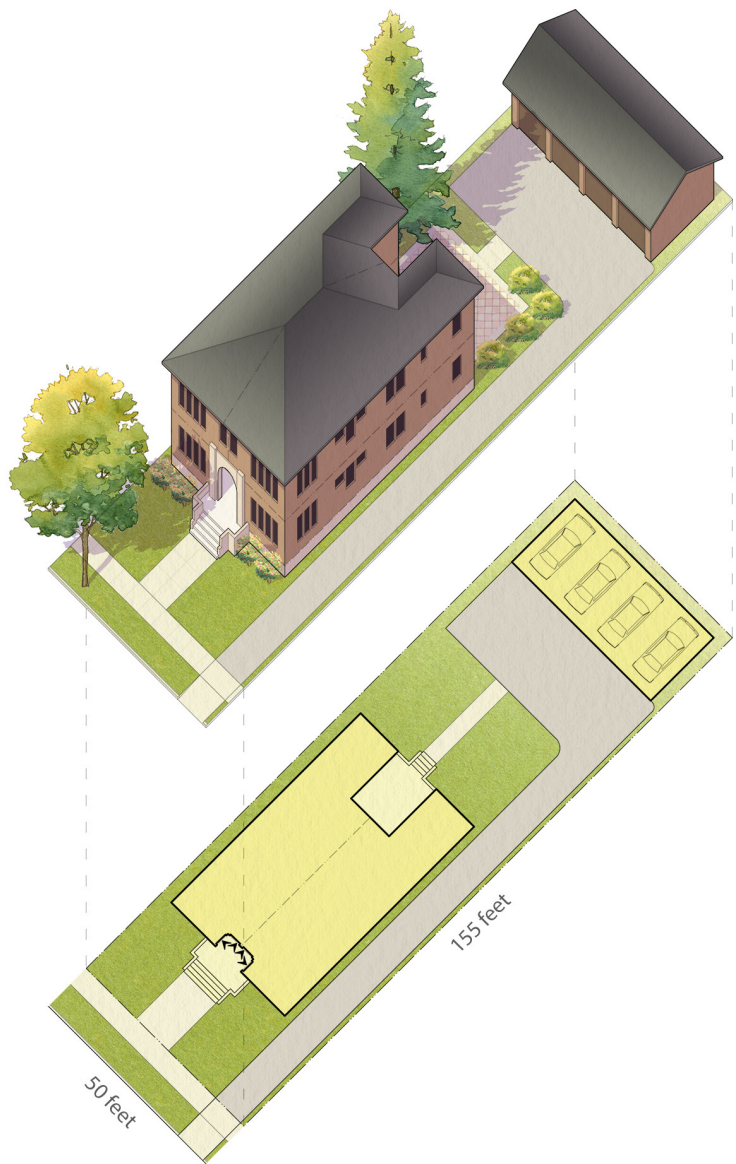
With ADU

n/a

n/a

5-10

Fourplex



Description

A medium-sized building that consists of four units: typically two on the ground floor and up to two above with a shared entry from the street. Although this type shows four units, a triplex has the same built form characteristics but contains three units, not four.



Accessory Dwelling Unit (ADU)

The ADU can be located above the garage building to provide an additional unit separate from the main building.

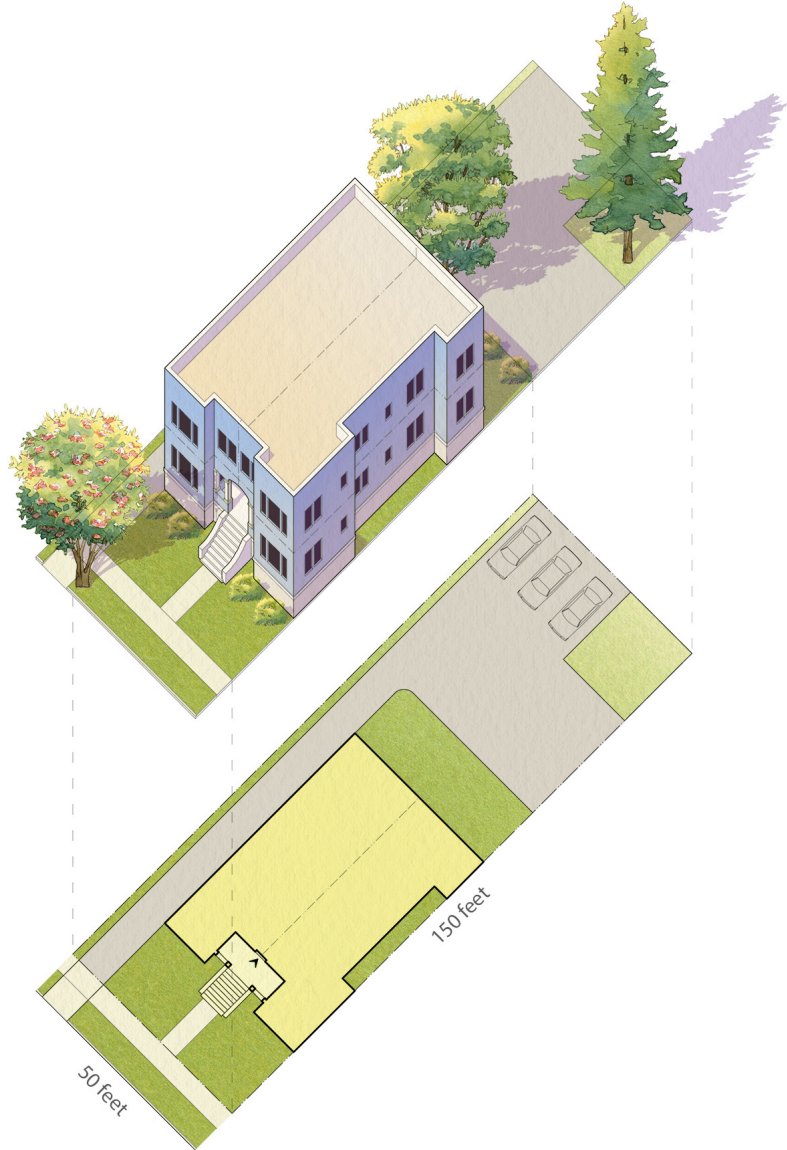
Fourplex			
Number of Units	Vehicular Access		
	Front	Rear	
4	Lot Width (ft)	55' - 80'	50' - 70'
	Lot Depth (ft)	100' - 150'	100' - 150'
	Resultant Density (du/acre)		
	Without ADU	15 - 32	17 - 35
	With ADU	18 - 40	21 - 44

Multiplex Small

Description

A medium-sized building that consists of five to 10 side-by-side and/or stacked dwelling units, typically with one shared entry or individual entries along the front and sometimes along one or both sides.

The accessory dwelling unit (ADU) is not recommended for this type due to the limited number of available off-street parking spaces. In some situations, this type provides 0.5 parking spaces per unit at the lower end of the range of units.



Multiplex Small

Number of Units

Vehicular Access

Front

Rear

Lot Width (ft)

55' - 80'

50' - 70'

Lot Depth (ft)

100' - 150'

100' - 150'

Resultant Density (du/acre)

Without ADU

36 - 40

41 - 44

With ADU

n/a

n/a

5-10

Multiplex Large



Description

A medium-to-large-sized structure that consists of six to 18 side-by-side and/or stacked dwelling units, typically with one shared entry or individual entries along the front and sometimes along one or both sides.

The accessory dwelling unit (ADU) is not recommended for this type due to the limited number of available off-street parking spaces. In some situations, this type provides 0.5 parking spaces per unit at the lower end of the range of units.

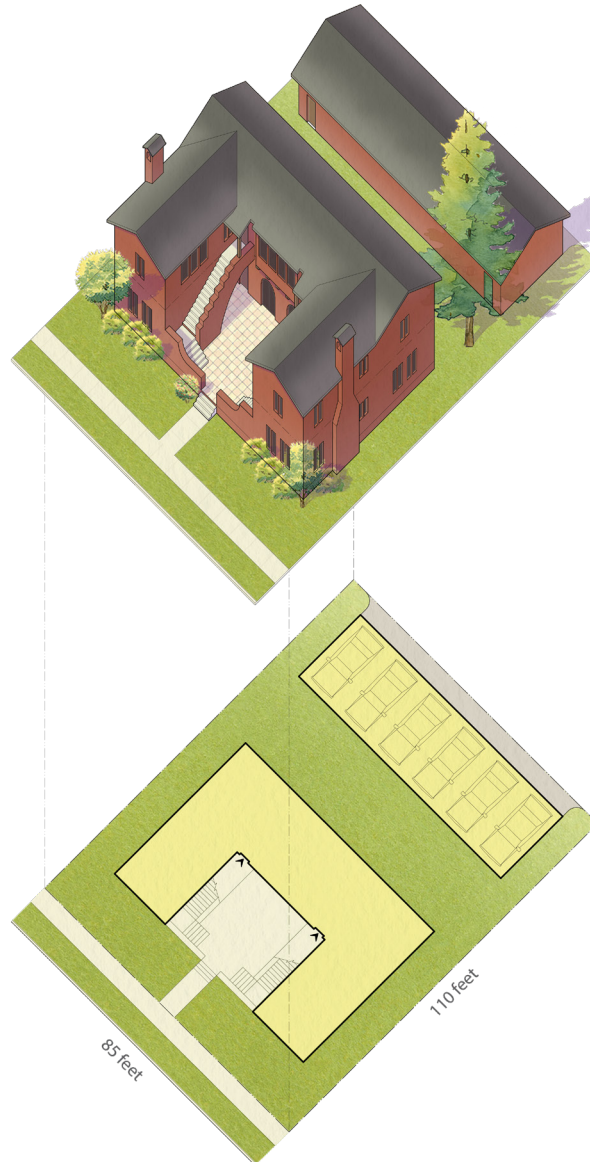
Multiplex Large			
Number of Units	Vehicular Access		
	Front	Rear	
6-18	Lot Width (ft)	70' - 120'	60' - 110'
	Lot Depth (ft)	100' - 150'	100' - 150'
	Resultant Density (du/acre)		
	Without ADU	37 - 44	44 - 48
	With ADU	n/a	n/a

Courtyard Building

Description

A medium- to large-sized building or up to three small-to-medium size detached buildings consisting of multiple side-by-side and/or stacked dwelling units arranged around a shared courtyard. Dwellings are accessed from the courtyard. Typically, each unit has its own individual entry or shares a common entry with up to three units.

The accessory dwelling unit (ADU) is not recommended for this type due to the limited number of available off-street parking spaces.



Courtyard Building

Number of Units

Vehicular Access

Front

Rear

Lot Width (ft)

95' - 150'

85' - 140'

Lot Depth (ft)

110' - 175'

110' - 175'

Resultant Density (du/acre)

Without ADU

25 - 33

28 - 36

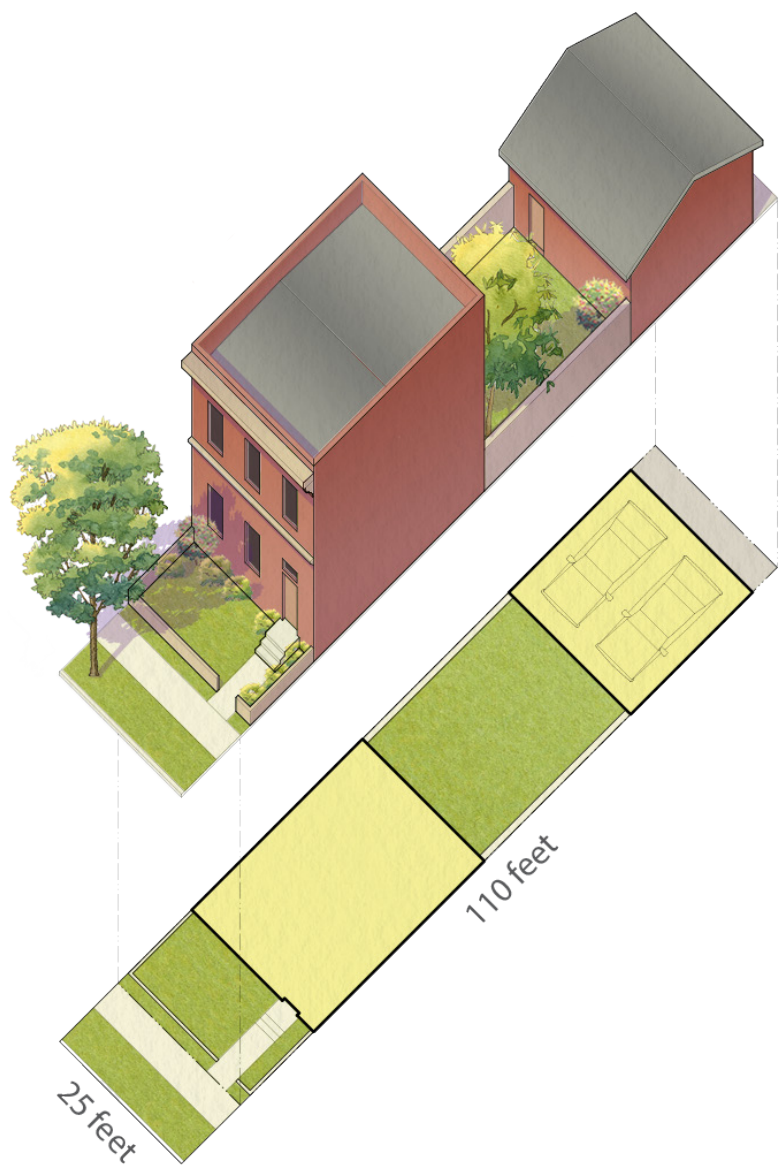
With ADU

n/a

n/a

6-20

Townhouse



Description

A small- to medium-sized building with one dwelling that is attached to other townhouses in an array of up to four, sometimes up to six, depending on the context.

A more intense version of this type is the “townhouse flat” that divides the building vertically into two to three flats.



Accessory Dwelling Unit (ADU)

The ADU can be located above the garage building to provide an additional unit separate from the main building.

Townhouse			
Number of Units	Vehicular Access		
	Front	Rear	
1	Lot Width (ft)	n/a	16' - 45'
	Lot Depth (ft)	n/a	85' - 120'
	Resultant Density (du/acre)		
	Without ADU	n/a	8 - 32
	With ADU	n/a	16 - 64

Live/Work

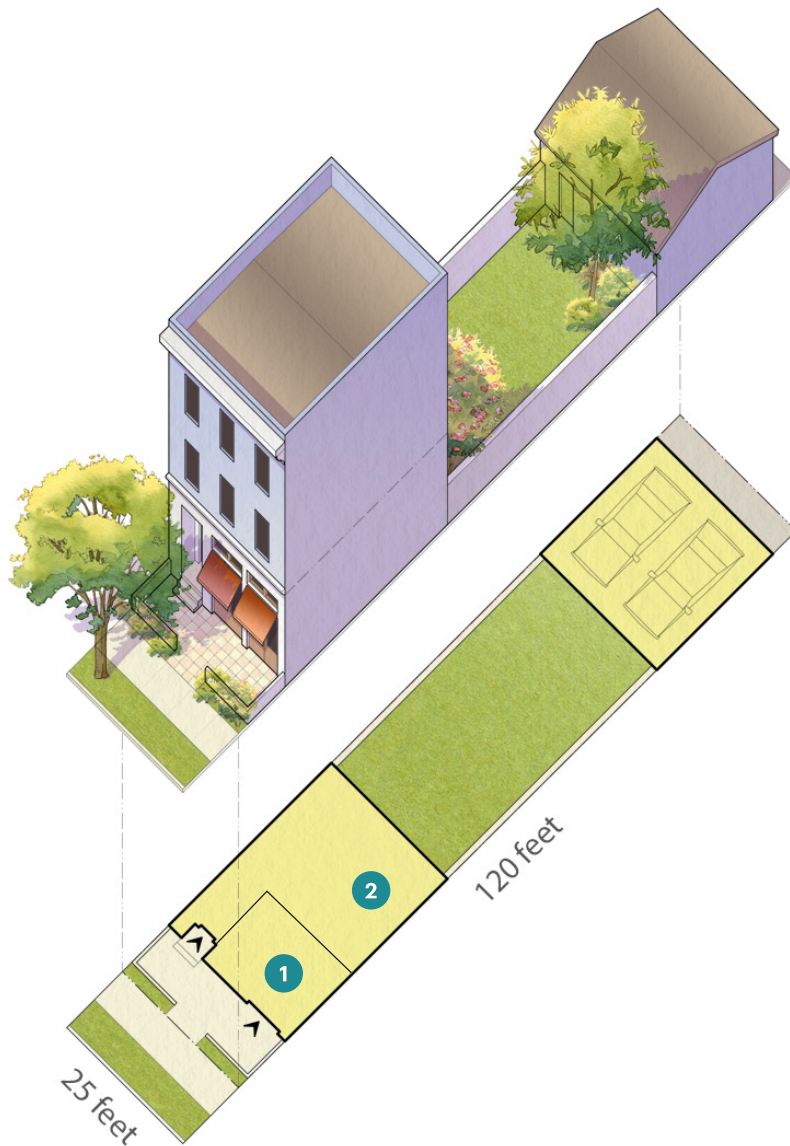
Description

A small- to medium-sized attached or detached building consisting of one dwelling unit above or behind a flexible ground floor space for residential, service, or retail uses. Both the primary ground-floor flex space and the second unit are owned by one entity.

These types can be arranged to form what looks like a neighborhood main street building.

Key

- 1 Flex Space
- 2 Dwelling Unit



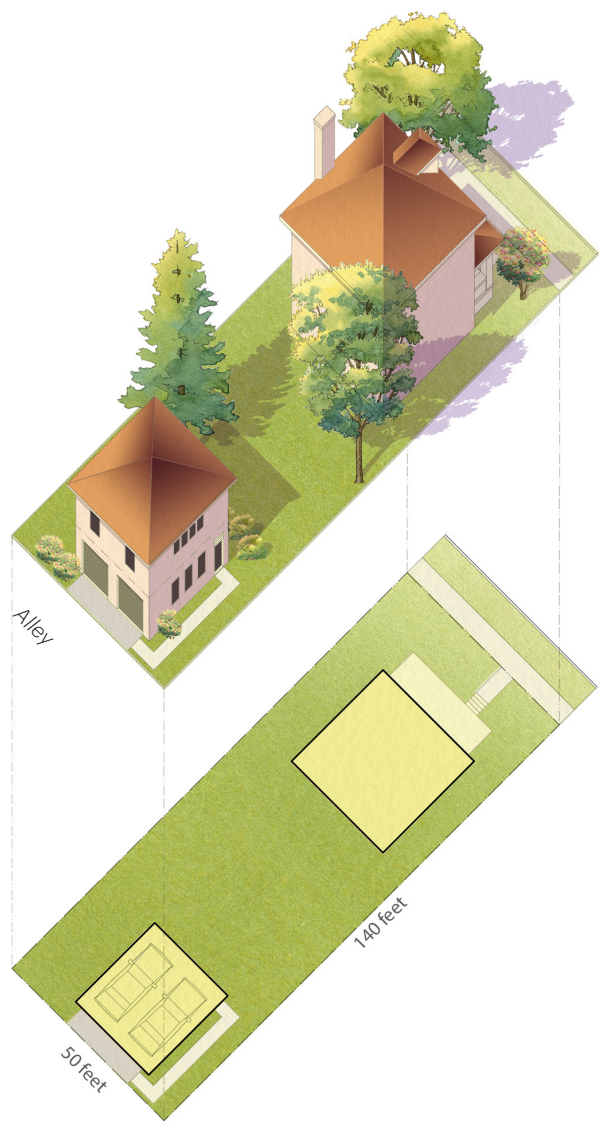
Accessory Dwelling Unit (ADU)

The ADU can be located above the garage building to provide an additional unit separate from the main building.

1

Live/Work			
Number of Units	Vehicular Access		
	Front	Rear	
1	Lot Width (ft)	n/a	16' - 45'
	Lot Depth (ft)	n/a	85' - 120'
	Resultant Density (du/acre)		
	Without ADU	n/a	8 - 32
	With ADU	n/a	16 - 64

Carriage House



Description

An accessory structure located at the rear of a lot, above a garage, that provides a small residential unit, home office space, or other small commercial or service uses permitted in the applicable zone.

A carriage house is smaller in scale to the primary building on a lot, with main body dimensions that do not exceed 30'x36', and is no taller than two stories.

Carriage House	
Number of Primary Units	
1	Typical lot size is determined by the principal building type. A carriage house may be access from the front of a lot (through a private drive) or the rear of a lot (when an alley is present). Resultant Density (du/acre) ADUs are typically not counted as an additional unit for density or minimum lot size calculations.

Q CLOSER LOOK

How can Accessory Dwelling Units benefit Bloomington?

Accessory dwelling units are a unique housing type that offers a high level of flexibility and can be achieved in various forms. Because of this, they offer many benefits:

- An increase in housing variety to the local community.
- Does not require the purchase of new land; can easily be constructed on a lot fit for a single-unit home.
- Suitable in a variety of locations and contexts.
- Creates supplemental income when rented out.
- Allows for independent living, family-care, and aging-in-place.
- Creates privacy for multi-generational housing.

Choosing the most appropriate configuration of an ADU should consider the following variables:

- Cost differences between a detached, attached, or junior ADU;
- The impact on the primary residence as an ADU will reduce the amount of open space on a lot or within the residence;
- The amount of parking that may be required or reduced; and
- Privacy, as attached and junior ADUs will result in shared walls that can transmit noise while detached will create shared open spaces and additional adjacencies to neighboring properties.

Accessory Dwelling Unit

What is an Accessory Dwelling Unit?

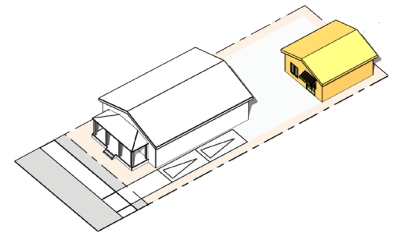
An accessory dwelling unit (ADU) is an attached or detached residential dwelling unit, often located in the rear of a lot or behind a primary dwelling. These units provide complete and independent living facilities; including permanent provisions for living, eating, cooking, sleeping, and sanitation. They are also referred to as "in-law units" or "granny flats."

Additionally, a "junior" accessory dwelling unit (or JADU) is sometimes used to refer to a unit that is less than 500 square feet and contained entirely within a single-unit house. A JADU typically includes an efficiency kitchen and space for sleeping. Sanitation space can also be included in a JADU, or it can share a bathroom with the primary residence.

Typical ADU Configurations Illustrated

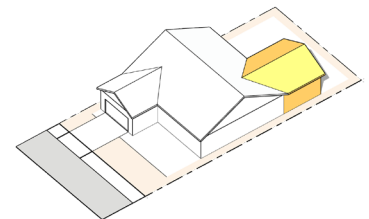
Detached ADU

An ADU that is physically detached from the primary structure on a lot. Achieved by erecting a new accessory structure or adapting an existing accessory structure to contain a residential unit.



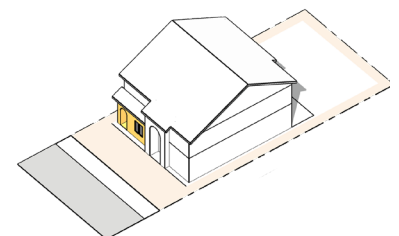
Attached ADU

An ADU that is physically attached to the primary structure on a lot, but can be entered separately. Created by converting a secondary wing into an ADU, or building a secondary wing with autonomous facilities.



Junior ADU

An ADU that is contained within a primary structure. When an existing residence has additional space, it can be converted into a JADU by adding key amenities for sleeping and cooking.



Other Housing Types

Innovation and Future-Proofing the Housing Stock

Apart from the Missing Middle types discussed in this section, there are also a variety of innovative housing configurations that provide additional flexibility and housing options.

These types include co-housing, co-living, and micro-units that can support a wide range of household types and lifestyle choices. The small size and shared common spaces provide inherent flexibility and cost savings. Further, buildings that incorporate these types can easily adapt to market conditions and evolve over time which only increases the resiliency of Bloomington's housing stock.

Similarly, one housing option that meets changing demographics and housing needs is the multi-generational house. This type allows a homeowner to stay on their property over many different life phases, if desired. The configuration of a multi-generational house may include an ADU.

These types are often applicable within MMH buildings but can be tricky to align with standard zoning districts. Cities can support these configurations by ensuring that regulations do not prohibit small unit sizes or shared common spaces, particularly kitchens, within a building.

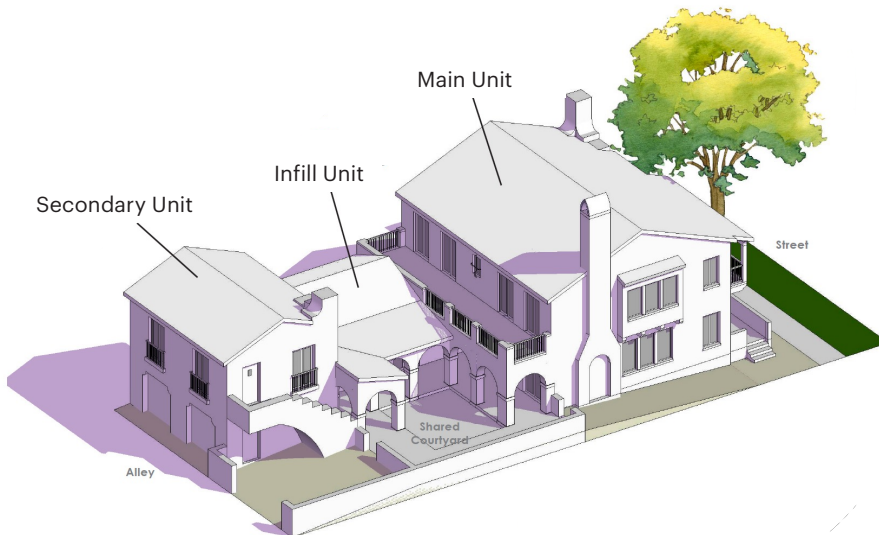


Figure 2.12 A multi-generation house where several attached housing units on a single lot that allow multiple generations to have both separate and shared living space.



Co-housing

One-to-two story residential buildings with common spaces designed for communal use.



Co-living

Three-to-four story buildings with units that share a kitchen and other communal living spaces.



Micro-Units

Very small studio units (under 400 sf) in an apartment configuration.

2.4 Upper Missing Middle Housing Types

Upper Missing Middle Housing

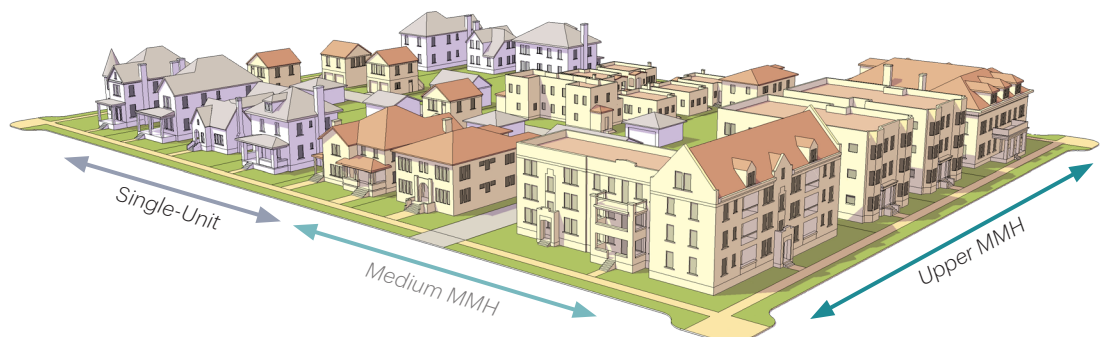
Upper Missing Middle Housing (upper MMH) is the category of multi-unit buildings taller and deeper than typical MMH that still fits on infill lots you might find in existing neighborhoods. MMH types that often fall into the category of upper MMH are multiplex large, courtyard buildings, and live/work units.

Upper MMH can be used strategically in areas adjacent to existing or planned centers and transit hubs, higher-intensity residential and mixed-use neighborhoods. Upper MMH types can provide a transition from larger-scale buildings along corridors and mixed-use centers to smaller-scale buildings within neighborhoods. The diagram below illustrates the concept with upper MMH types along the short end of the block and smaller MMH types integrated into the neighborhoods. While these types are larger than typical MMH types, they can be designed to be compatible with single-unit buildings. Upper MMH types are likely to be more financially feasible especially in areas with

higher land costs, and can provide more attainable units.

The following are best practices to consider when using upper MMH:

- Most effective where a greater degree of change is happening or desired;
- Use in transition areas of a neighborhood to connect to more intense nodes or transit centers;
- Allow more lot coverage and/or deeper building footprints than typical MMH;
- Require rear setback based on size of neighboring rear setbacks (up to 20 feet maximum); and
- Allow three to four stories in height.

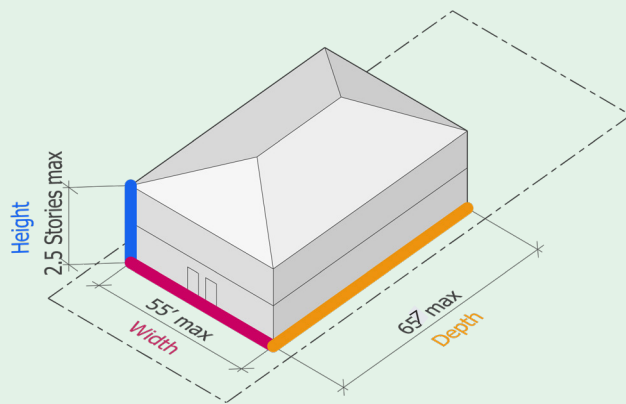


Comparing Missing Middle and Upper Missing Middle Housing

Upper Missing Middle Housing types have slightly larger footprints and additional height as compared to small to medium Missing Middle.

Missing Middle Housing (MMH)

Located within and along edges of low-to-moderate intensity, "house-scale" neighborhoods.

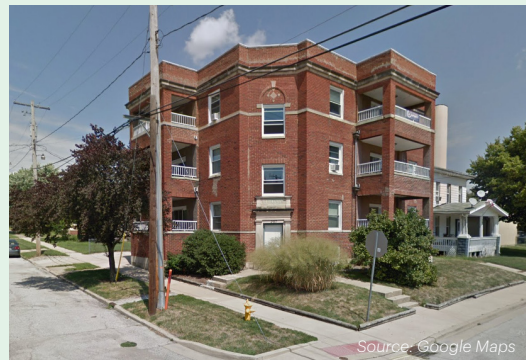
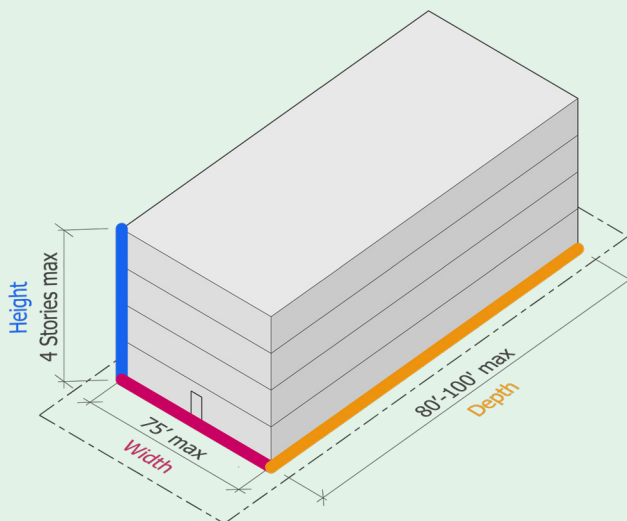


Duplex Side-by-Side

(Two units) Near East Side Neighborhood

Upper Missing Middle Housing (Upper MMH)

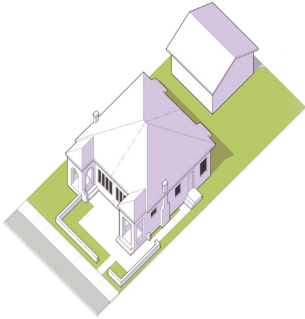
Located along corridors and edges of neighborhoods where larger buildings are appropriate; or as effective transitions from higher-intensity built environments to lower-intensity neighborhoods.



Multiplex (Upper MMH)

(6-10 units) Gridley Allen Prickett Neighborhood

2.5 "Almost" Missing Middle Housing



Note: Refer to Section 2.2 of this chapter for an explanation of the characteristics of Missing Middle Housing types.

Getting it Right

Missing Middle Housing is more than just multiple dwelling units fit into a house-scale building form. The location, frontage, and scale of MMH are essential design elements that foster a pedestrian-focused environment in addition to creating a variety of housing choice. When these elements are executed to a high degree, they contribute to a lively streetscape and sense of place that meets the housing needs of multiple communities.

Not Quite Right

It is not uncommon to see a building that, at first glance, appears to fall into the category of Missing Middle Housing. Upon further inspection, however, there is something that is "not quite right" about it. The following characteristics are common multi-unit housing design mistakes:

- Location of parking at the front of the lot and lack of pedestrian frontages mean that they do not support the type of walkable contexts where MMH is most effective;

- Lack of easily identifiable entrances, street-facing windows, and/or frontages such as porches or stoops mean that they may not be contextually appropriate in Bloomington neighborhoods where those types of building details constitute an important element of the physical character; and
- Lack of diversity of building types or design along a block creates clusters of the same, repetitive type. MMH works most effectively when a variety of housing types or facades are mixed along a block.

When the design elements laid out in Section 2.2 are excluded, the more qualitative benefits of MMH fall short. The examples on the following page provide much-needed housing and are generally house-scale, but they lack other important attributes of MMH. It is important that MMH types demonstrate good design so that they can be perceived as benefiting the architectural quality and livability of a neighborhood.

Applying the Criteria to Multi-Unit Types



Characteristics

- Multi-unit building
- Three stories, large lot coverage
- No ground floor frontage articulation
- Street frontage dominated by parking that eliminates any shared open space

Criteria of MMH

In a Walkable Context	✓
Multiple Units	✓
House-Form Building	✗
Pedestrian Building Frontage	✗
Parking behind Front Facade	✗



Characteristics

- Two unit building
- Two stories, 50 percent lot coverage
- Ground floor with no street-facing windows
- Frontage dominated by parking and front driveway does not contribute to public realm

Criteria of MMH

In a Walkable Context	✗
Multiple Units	✓
House-Form Building	✓
Pedestrian Building Frontage	✗
Parking behind Front Facade	✗



Characteristics

- "Tall and skinny" detached units are out of scale adjacent buildings
- Three stories, high lot coverage
- Frontage dominated by parking with driveway that does not create pedestrian-friendly public realm

Criteria of MMH

In a Walkable Context	✗
Multiple Units	✓
House-Form Building	✗
Pedestrian Building Frontage	✗
Parking behind Front Facade	✗

2.6 Local Missing Middle Housing Examples

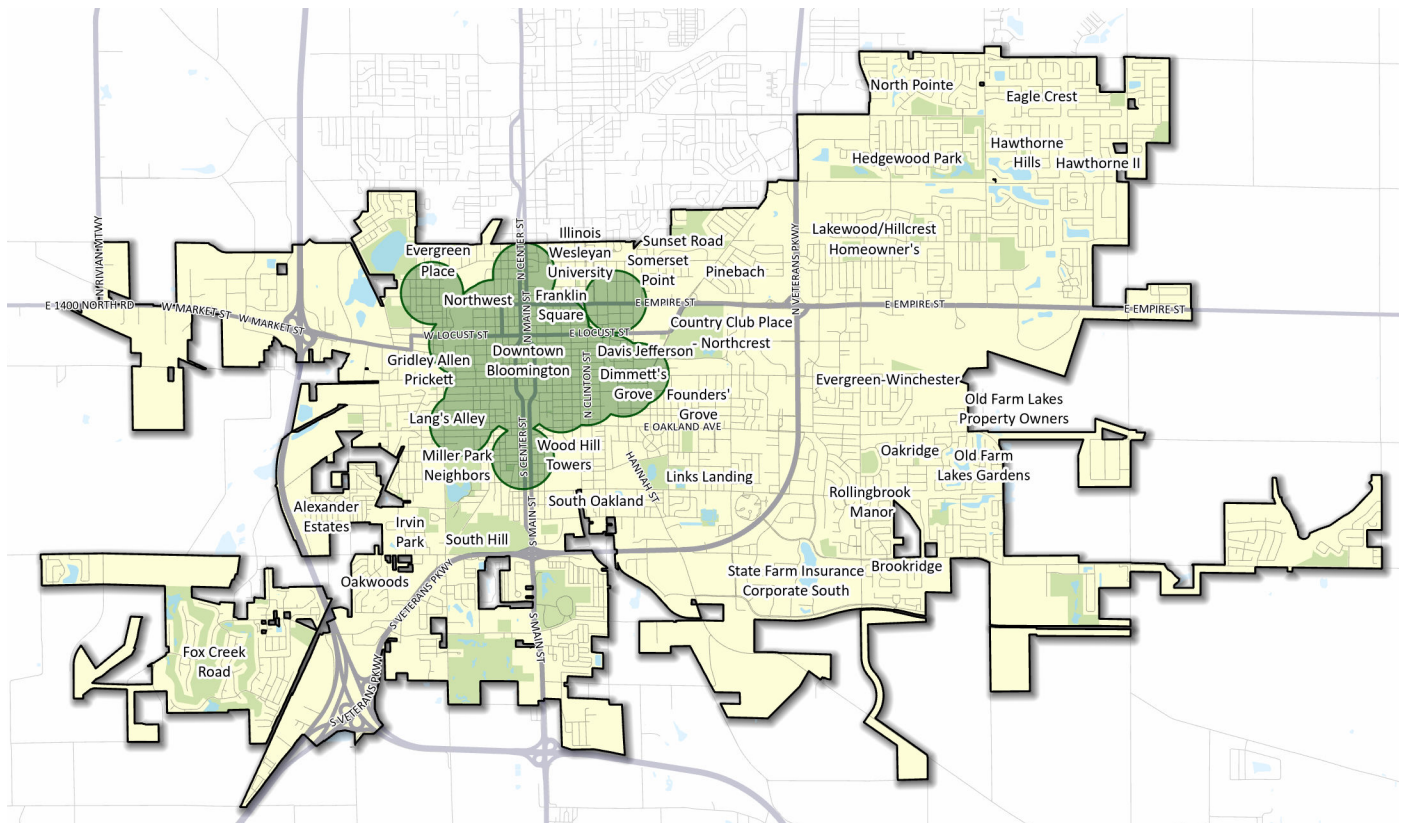


Figure 2.13 Existing MMH types in Bloomington Map.

Key

 Areas with Existing MMH

Local Examples

Like most cities built before the 1940s, Bloomington includes many examples of MMH types. These types are found primarily in older neighborhoods adjacent to downtown or smaller neighborhood centers. Before the widespread adoption of automobiles, housing needed to be located close to areas where jobs were concentrated, since long commutes were inconvenient or infeasible. These housing types played a critical role in providing housing for workers and offering opportunities to build generational wealth. Even though historic examples of MMH exist in these neighborhoods, the zoning no longer allows them to be built easily.

Why Did They Go Missing?

Changes to zoning codes, incentives from the federal government to build single-unit homes, and changes to the real-estate finance landscape made it either impossible or financially unattractive to build smaller, multi-family housing products. Municipalities rarely allow these types by-right and instead require developers to undergo lengthy or unpredictable processes to approve the construction of these types. However, recent shifts in consumer demand and new ways of thinking about zoning are encouraging cities to consider new opportunities to invest in MMH projects.

Q CLOSER LOOK

How to Identify MMH Building Types

Taking an inventory of existing MMH types is a key step in creating new standards. Many existing MMH types may be non-conforming with current zoning, or may have been converted into other uses, such as a single-unit home or offices. Mailboxes, electrical and gas meters, and window type/ composition on the facade can indicate a Missing Middle type. Existing Missing Middle types can provide guidance for calibrating zoning standards. Photo documentation also helps to inform standards, as well as providing examples of intended building form and character.



Multiplex
6 units - Gridley Allen Prickett Neighborhood



Fourplex
4 units - Gridley Allen Prickett Neighborhood



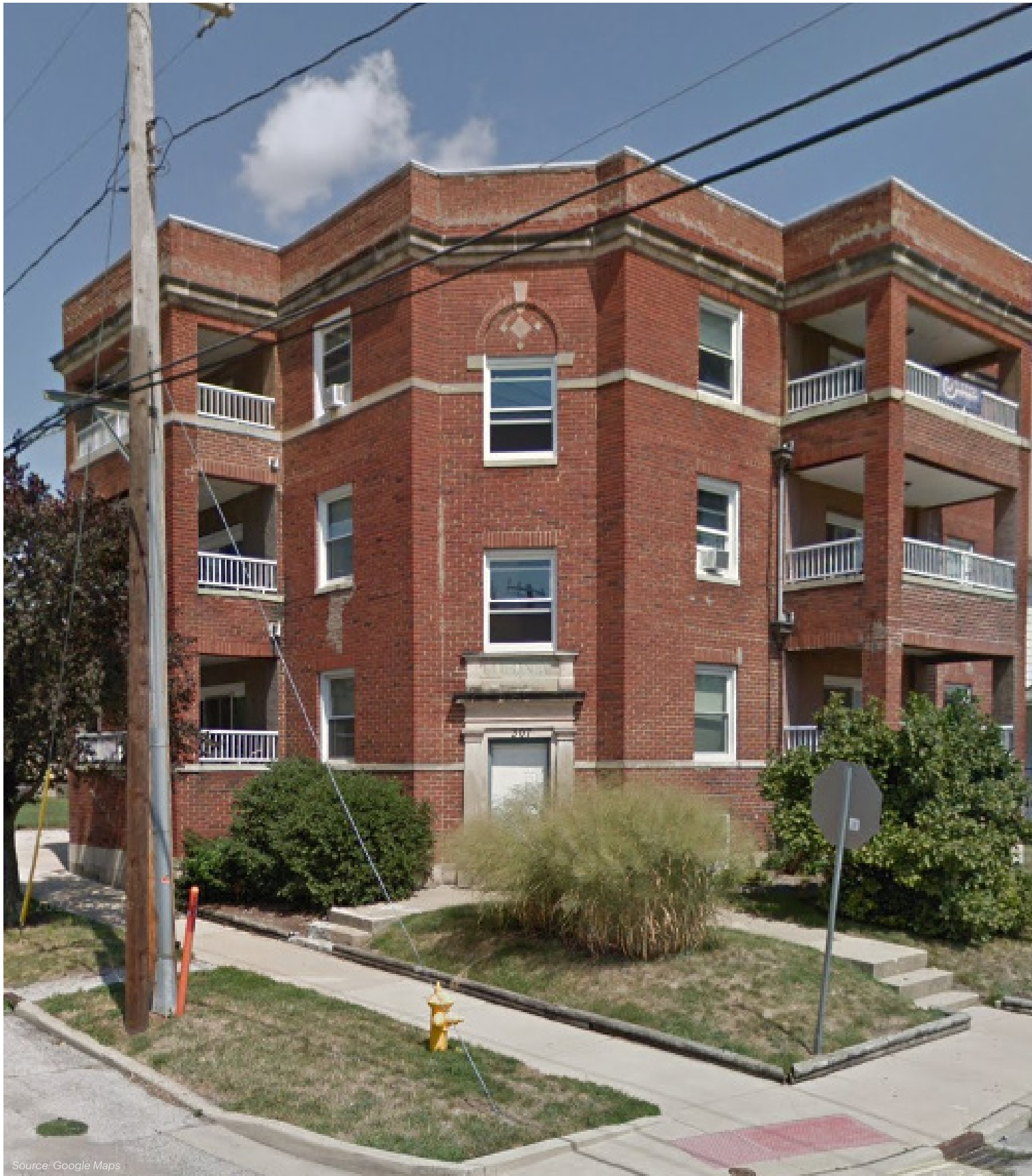
Triplex
3 units - Northwest Neighborhood



Multiplex
8 units - Downtown Bloomington



Duplex
2 units - Davis Jefferson Neighborhood



Source: Google Maps



Missing Middle Ready Areas

CHAPTER

3

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3.1

Missing Middle Housing-Ready Neighborhoods

MMH works best in walkable environments, and in turn supports walkability. The analysis identifies existing walkable centers and neighborhoods in Bloomington.

Neighborhood Patterns

Missing Middle Housing types are most successful when located in an existing or newly built walkable context. Buyers and renters of these housing types are looking for walkability and are willing to make trade-offs on other housing features, such as unit size. For most cities, including Bloomington, the most walkable neighborhoods are those located near downtown around the City's historic core.

Missing Middle Housing types can be built in an auto-oriented context, but they will not attract the same kind of buyer or renter, will not deliver more compact, sustainable patterns of development, and will not achieve the same returns or rents for developers. The higher the walkability of a project context, the smaller

the units can be, and the less off-street parking is needed, which can improve the attractiveness of Missing Middle types for developers.

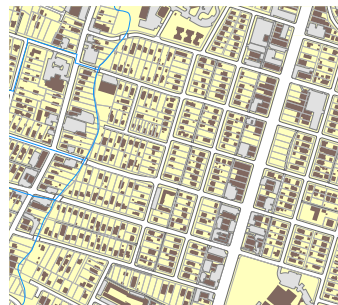
Like most mature cities, Bloomington's walkable urban core and traditional neighborhood areas are surrounded by newer neighborhoods characterized by a pattern of development that is more oriented toward automobile use. In many instances, these neighborhoods share many of the same walkable characteristics as the core and traditional neighborhoods to which they are adjacent, but certain walkable elements may be missing or may suffer from under-investment. In these neighborhoods, incremental changes can improve walkability to make these areas "Missing Middle Housing-Ready."

Q CLOSER LOOK

What Does "Walkable" Mean?

For the purpose of this report, walkable describes places where a person can access most daily needs within a ten-minute walk or ½ mile from housing. These environments allow for use of automobiles but do not require one for every trip.

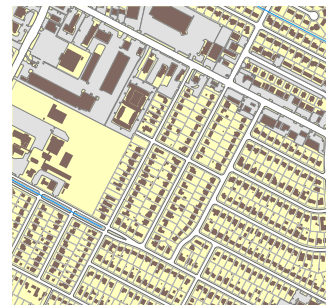
Walkable does not mean recreational walking such as on paths and trails, but rather walking to a destination like work, services, a coffee shop, restaurants, bars, entertainment, and other amenities.



Ideal for MMH

Walkable

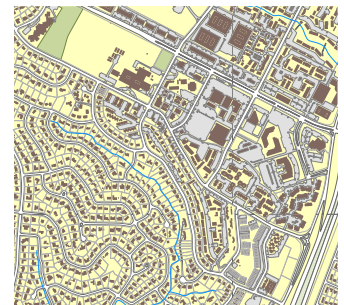
Small block lengths, a well-connected street network, and nearby services, shops, and restaurants on a local main street support a high degree of walkability for this historic neighborhood.



Appropriate for MMH

"MMH-Ready"

A well-connected street network with a mix of block lengths provides a walkable foundation that will support Missing Middle Housing types and enable pedestrian-scale redevelopment of adjacent commercial parcels.



Not Appropriate for MMH

Automobile-Oriented

Minimally-connected streets with frequent cul-de-sacs and commercial areas accessible primarily via higher-speed roadways do not provide a successful environment for Missing Middle Housing.

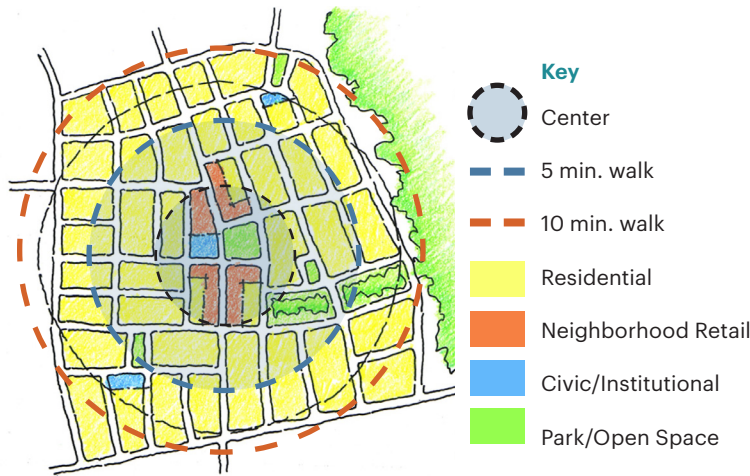


Figure 3.1 Proximity to neighborhood retail, open space, and civic buildings helps to support walkable, MMH-Ready neighborhoods.

What Are the Characteristics of a MMH-Ready Neighborhood?

■ **Smaller block sizes** that allow for better street network connectivity. Smaller block patterns encourage walkability by providing more route choices and reducing the walking distance to get between destinations. In general, dead-end streets, cul-de-sacs, and looping streets diminish an area's walkability, while through-streets tend to increase walkability.

■ **Access to bicycle routes** to provide an alternative to driving for longer-distance destinations. Safe, convenient, and well-connected bicycle facilities provide transportation options for destinations that are too far away for walking.

■ **Accessible to mixed-use areas** that make it possible to satisfy most daily needs — living, working, playing, shopping, dining, worshiping, and socializing — without needing to leave the neighborhood. While commuting for work, school, and special trips may still require transit or a car, most of the daily needs should be accessible within a ten-minute walk or ½ mile from housing.

■ **Appropriate zoning** that allows for a variety of housing types and encourages compact development to support walkability.

■ **Small to medium lot sizes** that promote house-scale development and disincentivize large tracts of identical housing types, where repetition of building forms leads to a diminished public realm.

■ **Walkable Centers** that provide various amenities within a walkable distance. See the following pages for more about Bloomington's walkable centers.

What is a Walkable Center?

Typically, MMH-Ready Neighborhoods are areas that are anchored by “walkable centers.” Walkable centers are areas that provide amenities such as shopping, services, transit, food, and employment within a walkable distance. A walkable center can be either a small group of parcels (Neighborhood Center), or as big as a downtown. The point is that for MMH to be successful, MMH needs to be within a short walking distance of vibrant centers with some or all of these amenities: food, shops, services, transit, and entertainment.

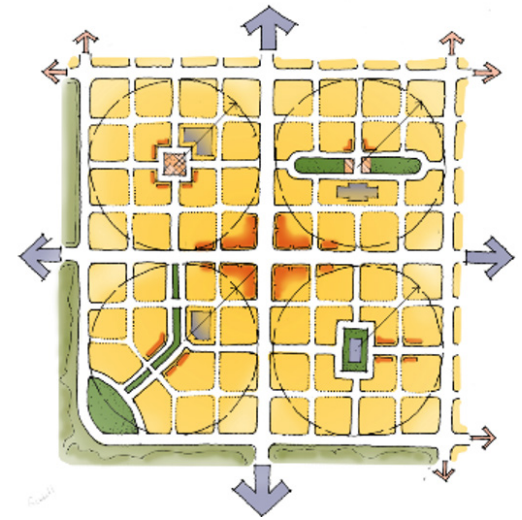


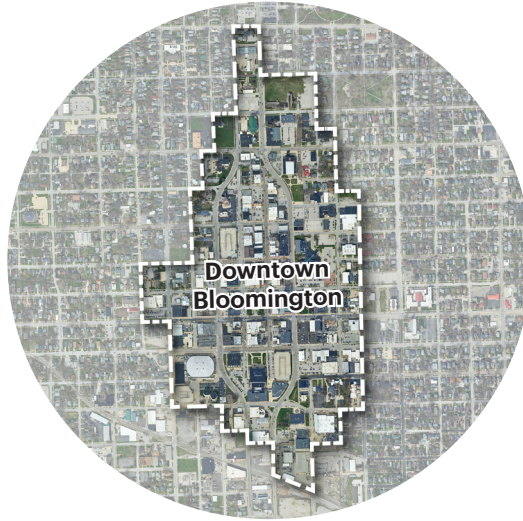
Figure 3.2 How multiple walkable neighborhoods form a walkable environment around the intersection of two major roadways.



Figure 3.3 Walkable Centers buffers.

What are Bloomington's Existing Walkable Centers?

In Bloomington, existing walkable centers can be grouped into three categories:



Downtown Bloomington

A citywide destination for retail, food uses, service, employment, entertainment, and recreation that is supported by surrounding neighborhoods with mixed-density housing.

Institutional

College/university campuses, business parks, hospital complexes, and other destinations which large numbers of people spend the day traversing on foot—regardless of how they arrive.



Neighborhood Center

A neighborhood destination of food, shops, and services that provides convenient services to the immediately adjacent residential neighborhoods. A neighborhood-serving destination is smaller and less intense than a community-serving destination.

What are Bloomington's Potential Walkable Centers?

These are centers that require a certain amount of transformation to become areas that best support MMH. Potential walkable centers are grouped into two categories:

Transformable Mixed-Use

A community or regional destination for retail, food, and/or services. While many of these areas in Bloomington provide the mix of uses to be an active destination, they are often auto-oriented and require a car to access the amenities.



Q CLOSER LOOK

Characteristics that prevent these areas from being a walkable center

Potential walkable centers are areas that provide the mix of amenities that create an active destination, but are not fully walkable.

Characteristics of potential walkable centers may include:

- Auto-oriented
- Vacant or underutilized buildings
- Low connectivity to existing residential neighborhoods

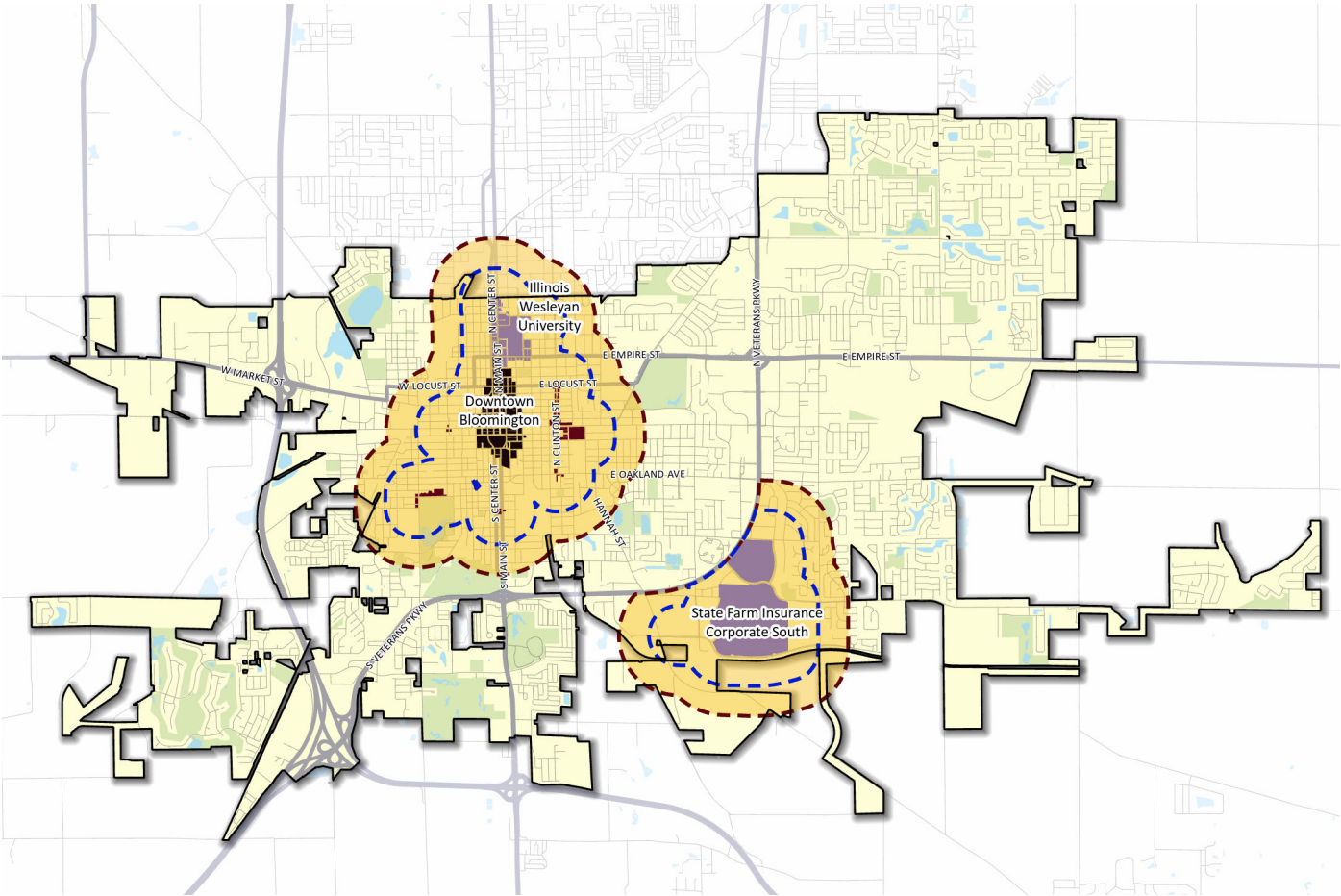


Prospective Center

An area with large amounts of vacant or underutilized land that could be transformed into a community destination that supports a mix of amenities and services for existing and future neighborhoods.

Bloomington's Existing Walkable Centers

Figure 3.4 Bloomington Existing Walkable Centers Map.



Key

- Downtown Core
- Neighborhood Center
- Institutional

Walkable Centers (Existing and Potential)

- 5 min. Walking Distance
- 10 min. Walking Distance, 5 min. Biking Distance

Where are Bloomington's Existing Walkable Environments?

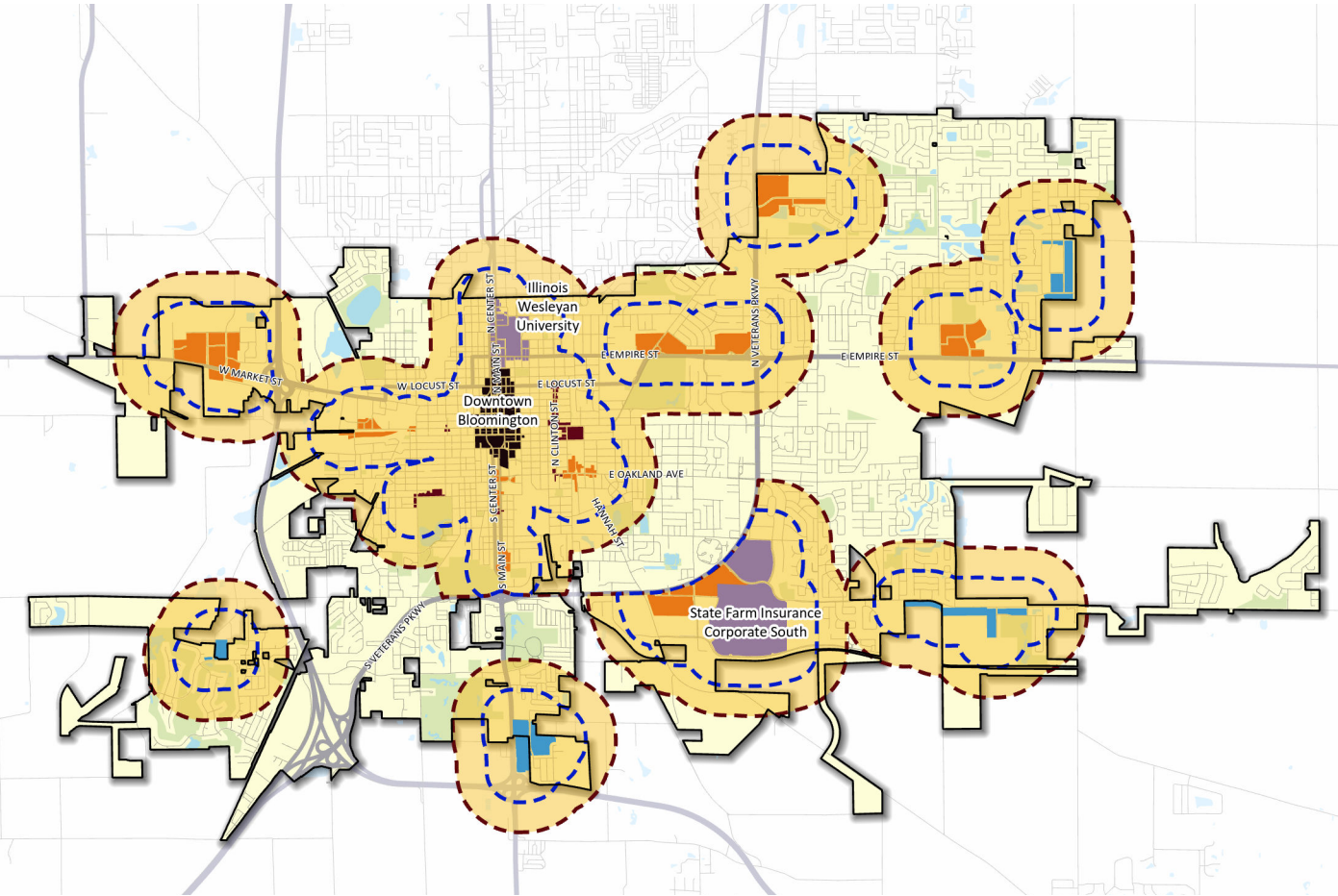
The map shows existing walkable environments in Bloomington within a 5 to 10 minute walking distance surrounding the existing walkable centers identified through this analysis.

Overall, these centers serve as existing walkable, bikeable, or "park-once" destinations where community members can meet multiple daily needs in a single trip. When thriving, they are nodes of activity that enliven a neighborhood.

A 1/4 and 1/2 mile radius drawn around the walkable center shows a 5 and 10 minute walking (5-minute biking) distance from the walkable center. These areas are considered especially good locations for MMH.

Bloomington's Potential Walkable Centers

Figure 3.5 Bloomington Potential Walkable Centers Map.



Key

- Downtown Core
- Neighborhood Center
- Institutional
- Transformable Mixed-Use
- Prospective Center

Walkable Centers (Existing and Potential)

- 5 min. Walking Distance
- 10 min. Walking Distance
- 5 min. Biking Distance

Where are Bloomington's Potential Walkable Environments?

The map shows potential walkable environments in Bloomington within a 5 to 10 minute walking distance surrounding the existing and potential walkable centers identified through this analysis.

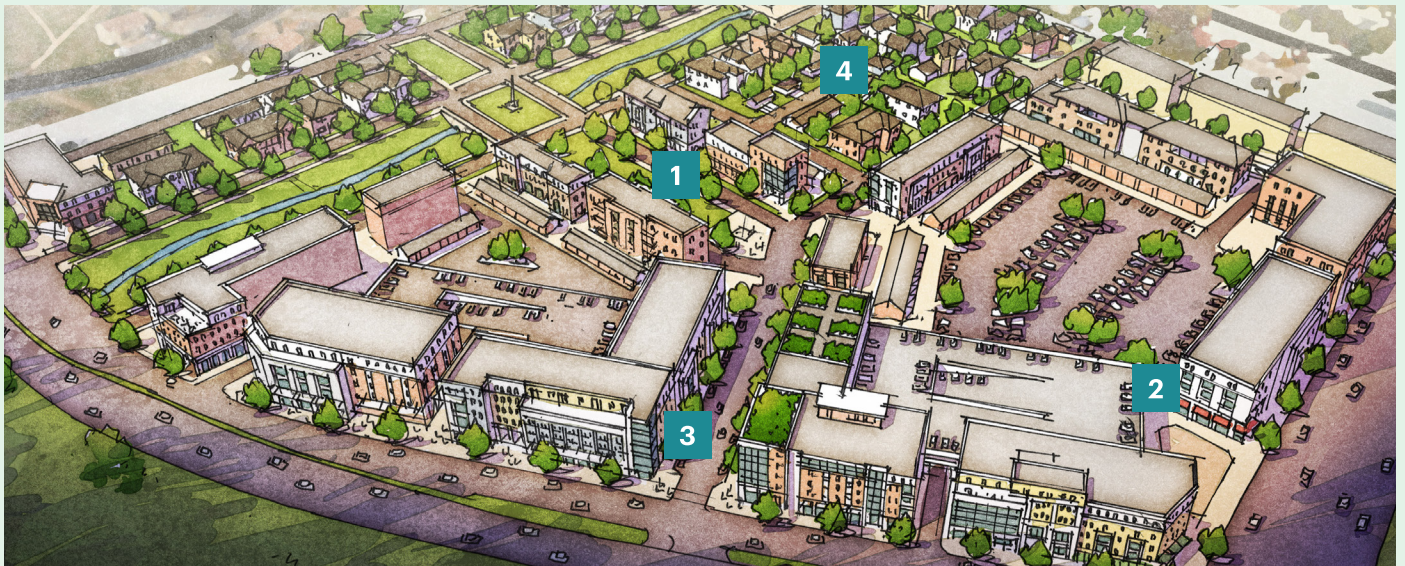
The transformable mixed-use and prospective centers have some aspects of walkable centers but are not fully walkable yet. The approach to transform these centers is further described in Section 3.3.

3.2 Transforming Auto-Dependent Locations for MMH Applications

Creating a New Walkable Center for MMH-Ready Neighborhoods

An important component of walkable neighborhoods is a destination to walk to. Walkable centers provide that destination by creating space for neighborhood-serving retail, services, institutional, and public uses in a pedestrian-oriented environment.

These places already exist near Bloomington's traditional neighborhoods (see Section 3.1, "Bloomington's Missing Middle Housing-Ready Neighborhoods), however in areas outside of the City core, the approach to create such places could involve transforming existing commercial centers, like an old mall or shopping center, or by developing a walkable center on undeveloped land.



Key Elements of A Walkable Center

An example from Austin, TX shows the transformation of a declining shopping center. While the scale of development in Bloomington would likely be different, the following characteristics still apply:

- **Mixed-use** to satisfy the conditions of a vibrant active node that offers a variety of choices, from dining, entertainment, housing and amenities.
- **Pedestrian-oriented** and active public spaces to create a more welcoming and safe environment for residents, employees, customers, and visitors.
- **Multi-modal access** that allows people living nearby to access the walkable center by biking, walking, or driving.
- **Transition areas** to ensure compatibility with adjacent residential neighborhoods.

New or redeveloped walkable centers have the potential to transition an area from an auto-oriented pattern of development to a more walkable environment that can transform nearby areas into MMH-Ready neighborhoods.

Places in Bloomington to Consider for New Walkable Centers

- East Empire St and South Towanda Ave
- Veterans Parkway and South Mercer Ave
- West Market Street and Wylie Dr
- South Main Street Corridor
- General Electric Rd and North Towanda Barnes Rd

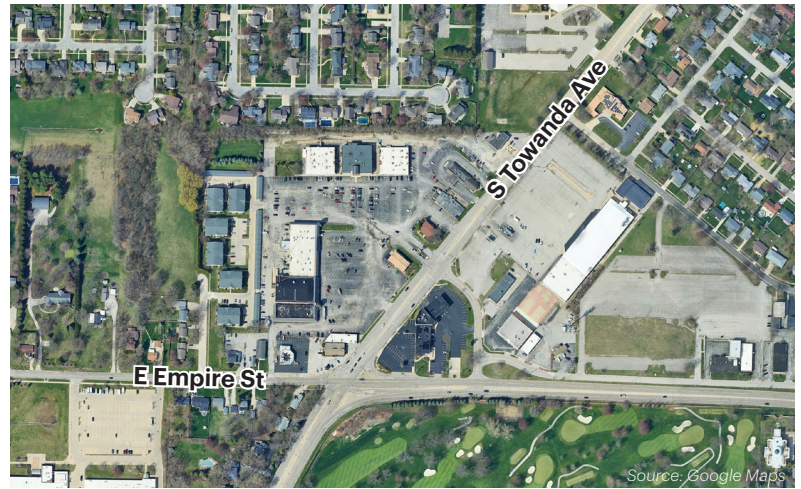


Figure 3.6 Redevelopment of this shopping center could result in a new walkable center surrounded by Missing Middle neighborhoods.



1
**Mixed-use center
as the destination**



2
**Pedestrian-oriented
physical character**



3
Multi-modal access



4
**House-scale
transitions to adjacent
neighborhoods**

One-Size Doesn't Fit All

A walkable center is not limited to a certain size. Smaller centers, like a Neighborhood Center, or a small Neighborhood Main Street can do a lot to support nearby MMH-Ready neighborhoods. These small-scale mixed-use areas can be easily embedded into, or developed adjacent to, residential neighborhoods to provide convenient services for nearby residents, and help meet multiple daily needs in a single trip made by foot, bike, or car. These neighborhood-scale walkable centers

can serve as nodes of local activity that help to enliven a neighborhood and build community.

Smaller block sizes allow for better street network connectivity and encourage walkability by providing more route choices and reducing the walking distance to get between destinations. In general, dead-end streets, cul-de-sacs, and looping streets diminish an area's walkability, while through-streets tend to increase walkability.

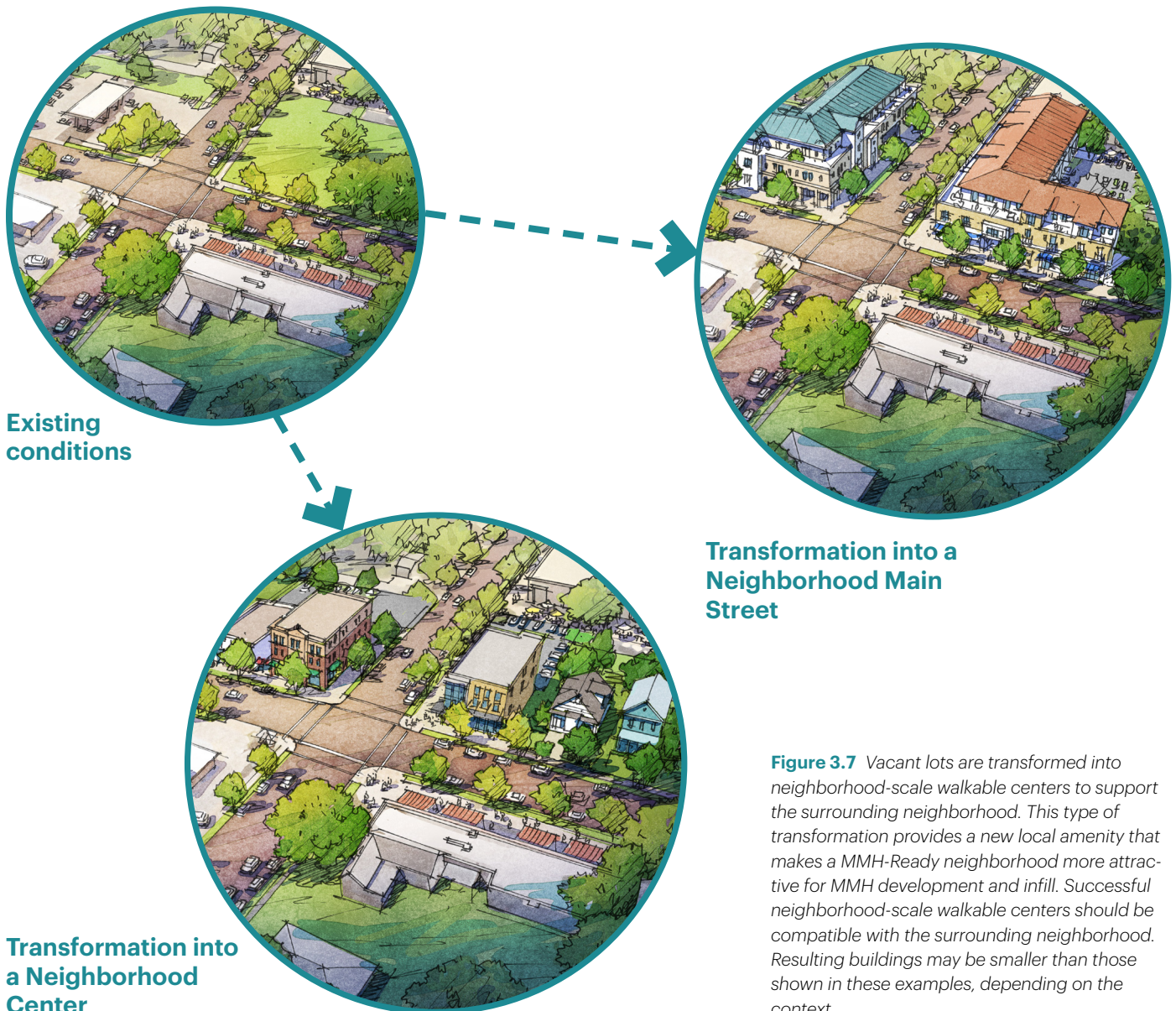
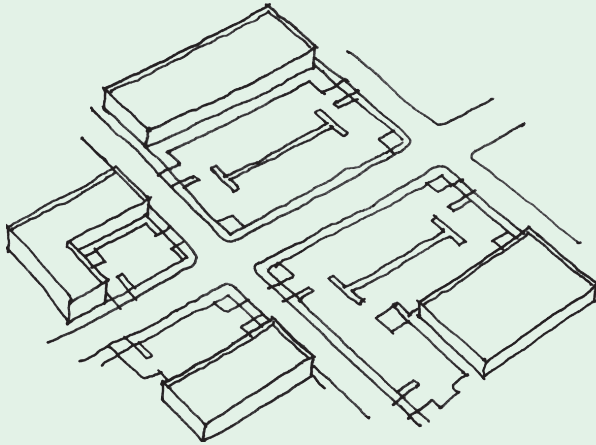


Figure 3.7 Vacant lots are transformed into neighborhood-scale walkable centers to support the surrounding neighborhood. This type of transformation provides a new local amenity that makes a MMH-Ready neighborhood more attractive for MMH development and infill. Successful neighborhood-scale walkable centers should be compatible with the surrounding neighborhood. Resulting buildings may be smaller than those shown in these examples, depending on the context.

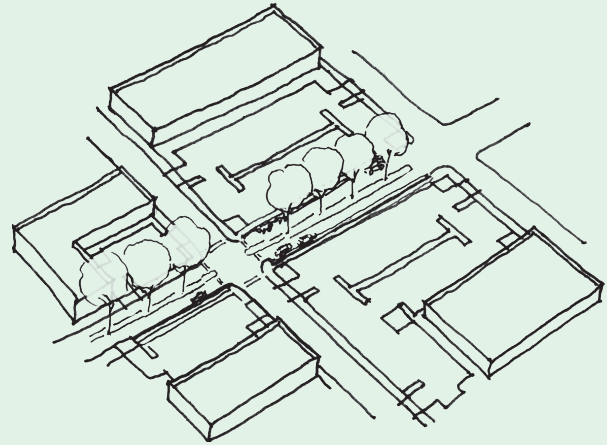
Incremental Change

Small, incremental changes can be just as important in the long run as big, transformative change. The following incremental changes can lay the groundwork for a walkable center that can transform surrounding neighborhoods into MMH-Ready Neighborhoods and create suitable environments for Missing Middle Housing.



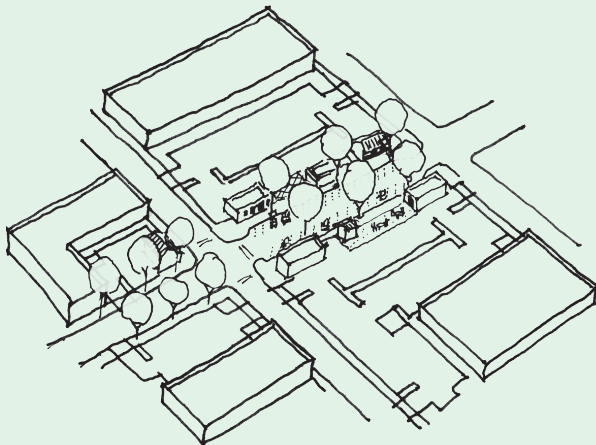
Existing Conditions

Existing big-box and strip commercial center with large parking lots at the front of the lot and little streetscape amenities, such as trees or planter strips.



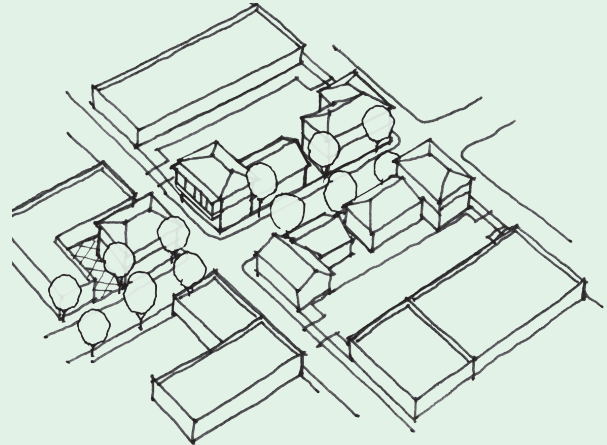
Step 1

Small changes could include landscaping, streetscape improvements and shared roads for bikes and cars.



Step 2

Temporary spaces for businesses at the sidewalk edge can help form a center of activity. These small changes can be made where buildings and lots are privately owned and where major changes in near term are unlikely.



Step 3

Bigger changes may include infill, new development at the sidewalk edge or around public space in areas where there is a desire for development of a more urban character and new buildings.



Source: Google Maps



Analysis of Barriers

CHAPTER

4

In this chapter

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4.1

Overview of Barriers Assessment

What does the barriers analysis tell us about next steps?

This chapter provides a deeper analysis of the existing policy and zoning in Bloomington. It is important to note that MMH is one tool in the wider toolkit of housing solutions that is needed to provide necessary housing units in Bloomington. The following is an overview of this chapter.

■ Section 4.2 (Policy Analysis)

dives into the Bring it Bloomington! Comprehensive Plan. The analysis identifies how the Plan can be modified and/or be more robust in supporting MMH-specific applications.

■ Sections 4.3 (Zoning Barriers)

provides an in-depth analysis of the residential zoning districts identified as potentially applicable to MMH development. The analysis identifies specific zoning standards that create barriers to MMH development, based on the best practices outlined in Chapter 2.

Preliminary Recommendations

Preliminary recommendations to overcoming identified barriers are provided throughout this Chapter. These recommendations are based in best practices and broad experience implementing these strategies to expand housing choices across the country. However, these solutions have not been tested specifically for the physical and market conditions of Bloomington. Further analysis is recommended, as referenced in 4.7 (Next Steps), in order to confirm and calibrate recommendations for Bloomington's different neighborhoods.

Additionally, as future regulatory amendments or housing strategies develop fully, a displacement mitigation study should be taken into consideration to avoid adverse and/or inequitable effects on the community that these changes are meant to benefit.

4.2 Policy Analysis: Comprehensive Plan

The following analysis identifies barriers and providers consideration for enabling MMH within current policy.

"Bring it Bloomington!", the City's Comprehensive Plan (referred to as "the Plan" going forward), sets the vision and policy goals for the growth of the City through 2035. The Plan seeks to connect economic expectations with a framework for future development. To further clarify that understanding of potential development projections, the Regional Housing Market Analysis identifies that McLean County's population will grow by over 10,000 residents with a need for 4,300-4,800 more housing units over the next 5 years.¹

In the Plan, Chapter 4: Neighborhoods and Chapter 11: Future Growth & Land Use Plan provide direction on how and where growth will likely happen, including identifying new and priority development areas. Any future zoning changes, especially those that affect housing, should consider the objectives set forth in the Comprehensive Plan to align with community vision and needs.

Neighborhood Classifications

The Plan identifies four broad neighborhood classifications to calibrate growth and development strategies to the unique housing needs, anticipated degree of change, and existing built context of each neighborhood type. The following is an analysis of how middle housing fits into the specific strategies laid out in the Plan for each neighborhood type, namely, Emerging Areas, Regeneration Areas, Preservation Areas, and Stable Areas.

Emerging Areas

■ **Considerations.** Emerging Area neighborhoods include multiple land use types that MMH would fit into which include New Neighborhoods and Commercial Activity Centers. The goals of new neighborhoods explicitly states the desire to include a variety of housing options near commercial services that are built at a walkable and bikeable human scale "that meets the needs of people of all ages and abilities."

■ **Barriers.** The Plan identifies potential patterns of development for Emerging Areas, including a typical suburban pattern, traditional neighborhood design (TND), and cluster or conservation-oriented development. However, it doesn't give clear direction on which pattern should be prioritized for Emerging Areas. While the Plan calls for housing choice, it doesn't specifically state which housing types are desired.

■ **Opportunities.** The Plan should establish clear steps and standards for implementing walkable and mobility-friendly patterns of development, especially for new neighborhoods and centers. Emerging Areas offer prime opportunities for pilot projects. The City should encourage developers of Emerging Areas to understand how walkable infrastructure and MMH could fit within new neighborhoods to produce more attainable and livable outcomes. Additionally, as new Commercial Activity Centers and Employment Centers are

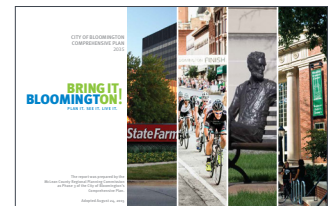


Figure 4.1 [Bring it Bloomington! Comprehensive Plan, 2015](#)

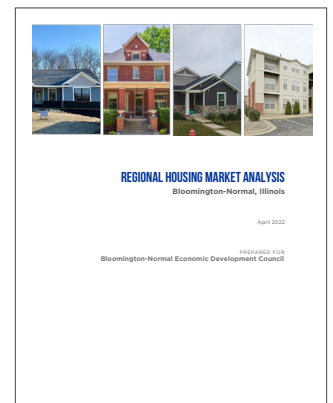


Figure 4.2 [Regional Housing Market Analysis, Bloomington-Normal, Illinois, 2022](#)

Sources:

¹ *Regional Housing Market Analysis, Bloomington-Normal, Illinois, 2022*

CLOSER LOOK

Many of the goals established in the Neighborhoods Chapter directly support MMH including:

- **N-1.1:** Enhance the livability of all Bloomington neighborhoods.
- **N-1.2:** Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration area.
- **N-1.4:** Identify opportunities to gradually transition the low density residential developments in the Stable Areas into mixed use, walkable neighborhoods that appeal to all residents.
- **N-1.5:** Promote creation of connected neighborhoods, focused on people, rather than isolated subdivisions in the Emerging Areas.

established, they should be supported by MMH that can help transition into the adjacent neighborhoods.

Regeneration Areas

■ **Considerations.** The Regeneration Area, defines much of the west side of Bloomington between downtown and 1-55/74 which could accommodate a mix of residential uses. Existing parcel sizes are varied, ranging from 30'–150' wide. Smaller lot sizes are typically located closer to downtown and are often legally non-conforming per current standards. The Plan states that there is a high percentage of rental units in this area, as well as multi-family conversions. It is unclear from the Plan whether the perceived impacts are supported by permit and enforcement data. However, revitalization of this area is a high priority for the City.

■ **Barriers.** Although MMH could work well to foster varied densities and housing choices, it will be important to consider how new development may impact areas of the City that have seen disinvestment. Additionally, as the Comprehensive Plan states, “declining property rates make it very difficult not only to attract new investment but also for current homeowners to invest in their properties.”

■ **Opportunities.** MMH is an important part of the solution for revitalizing Regeneration Areas. Typical lot sizes throughout this part of the City should be tested to understand the viability of different MMH building types. Duplex and up to small multiplex could fit on smaller infill parcels while maintaining the scale and character of the existing neighborhood. Cottage courts and

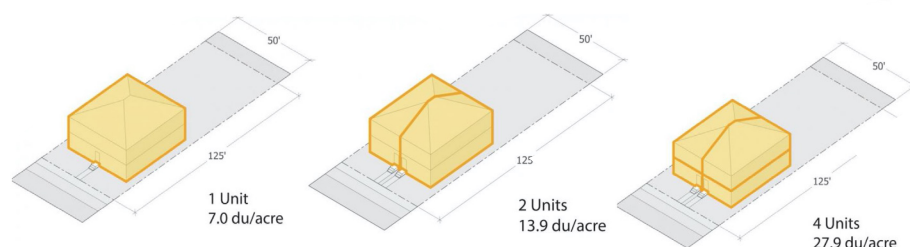
townhomes would likely fit on many of the wider 150' parcels. These tests should include financial analysis to understand what the appraisal gap may be and identify resources to overcome this gap, including incentives to support local development of these types.

The City should lead community conversations with neighborhood groups and local institutions to guide development of catalyst sites and strategies for broader infill development, such as pre-approved housing designs for small lots, ADUs, and small multi-unit housing types. As zoning is modified in these areas, additional policy should be established to protect existing homeowners and renters in this area, as well as support the rehab of older single-family and multiple-family buildings.

Preservation Areas

■ **Considerations.** The Preservation Area encompasses much of the east side of Bloomington between downtown and Veterans Parkway. This area is home to many examples of older MMH, as well as several historic districts. The street and block pattern is conducive to multi-modal transportation. Existing parcel sizes typically range from 40'–60' wide with depths between 80'–140'. Lots towards the easternmost edge of this area have slightly larger parcels up to 65' x 130'. Similar to the Regeneration Area, the Plan suggests that multi-family conversions are a challenge in these neighborhoods. While there is an emphasis on preservation, the future land use plan identifies opportunities for a variety of densities, including mixed-use, medium, and high-density housing.

Figure 4.3 Lower-intensity MMH types deliver greater attainability and housing diversity while maintaining the same form as single-family houses (right).



MMH is very suitable for areas with a high concentration of historic homes since many existing MMH types already found in these historic neighborhoods.

■ **Barriers.** Although small MMH types could work well on these lots, the Comprehensive Plan does not explicitly identify MMH as an expectation and targets multi-unit conversions as problematic, which will likely create some misconceptions about the new development of MMH types.

■ **Opportunities.** It will be important to balance the goals of preservation with the demand and opportunity for new housing in these neighborhoods. Opportunities for the sensitive infill and allowance for duplexes, triplex/fourplex, and accessory dwelling units should be tested and visualized on typical lot sizes. Form controls and clear regulations that dictate the building footprint, massing, and frontage of new development can ensure that new development fits within the existing context. While conversion should be better regulated to promote good design and livable outcomes, it should be reconsidered as a tool to encourage smaller units while protecting some of the older housing stock.

Stable Areas

■ **Considerations.** Stable Areas identified in the Plan, including many neighborhoods located further from downtown with more suburban development patterns. The majority of lots are larger parcels situated with large single-family homes. There are some examples of newer townhome developments and large apartment complexes, typically surrounded by parking. These areas offer less connectivity and less support of walkability or alternative modes of transportation. Except for isolated instances, these are not priority areas for redevelopment.

■ **Barriers.** The separation of land uses and disconnected neighborhoods with street patterns that are auto-centric are less supportive of MMH. If future housing choices are desired, the City would need additional strategies to transform auto-centric areas (See Chapter 3) into more walkable environments that support a mix of housing choice, although the Plan does not explicitly state whether this is a desired goal area for these areas.

■ **Opportunities.** Consider clarifying the level of transformation desired within these areas of the City. Additionally, areas that are located along or near key corridors, commercial nodes, or employment centers could likely support additional housing types. Certain lower-intensity MMH types—including duplexes, townhouses, cottage courts, and even fourplexes—can work well even in suburban-style neighborhoods. In such environments, these types make housing more attainable, while the additional parking demand can still be accommodated on typical residential lots. Consider establishing a set of housing types that may be allowed citywide without limiting their applicability to walkable areas, as identified in this study.

Future Land Uses

The following future land uses described in Chapter 11 provide direction on future residential uses, including the location and type of housing, both existing and anticipated, in Bloomington. The Plan calls out that “Infill and redevelopment opportunities should be the highest priority for development activity, along with the build-out of areas already platted but not yet completed.” MMH can play a key role in the development of these areas of the City while also supporting the goal of maintaining “Bloomington’s small town feel with big city amenities.”

Residential Land Use

■ **Considerations.** Priorities for future development described in the Plan support walkable environments and specifically call out that the community desires a range of housing choices. Residential land uses identify an intended scale for housing based on varying densities, including:

- Low Densities - Under 8 du/ac
- Medium Densities - 8 to 20 du/ac
- High Densities - Greater than 20 du/ac

Areas with high density should be located near regional and employment centers. These areas could support most MMH types and should be explored further to substantiate the direction of the future land use plan.

■ **Barriers.** Although MMH could support more housing choices and help meet many of the housing goals called out throughout the Plan, the density ranges are limiting for most MMH and will continue to set an expectation for low-intensity, sprawl development. See Section 4.4 for typical density ranges for each MMH type. The future land use plan chapter does not explicitly identify MMH as an expectation or describe what development patterns align with these anticipated densities.

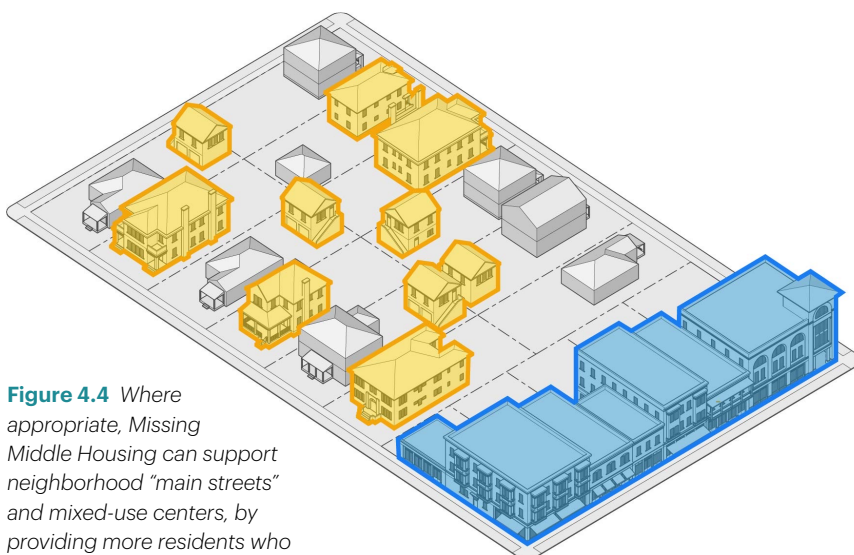


Figure 4.4 Where appropriate, Missing Middle Housing can support neighborhood “main streets” and mixed-use centers, by providing more residents who rely on business, jobs, and other amenities in these centers.

■ **Opportunities.** Consider clarifying in the Plan which MMH types are intended within each residential land use category. Remove or adjust density ranges to accommodate a broader range of housing. Medium density residential land uses near downtown could support MMH types including townhouses, duplexes, triplex/fourplexes, and multiplexes. Low density residential areas could support duplexes and accessory dwelling units as well as some triplex/fourplexes, especially in neighborhoods closer to mixed use, neighborhood commercial, regional commercial, or employment centers.

Mixed Land Use

■ **Considerations.** This category includes areas that could support a wide variety of both commercial and residential uses, such as Downtown District, West Market Street to Avalon Way, Towanda Avenue, East Empire from Towanda Avenue to Towanda-Barnes Road, and Veterans Parkway.

■ **Barriers.** The Plan identifies a need and/or desire for a future mix of uses within these key locations and to further support downtown, but does not specify what intensities or building types are anticipated. Downtown development will likely look and require a different set of considerations than sites designated mixed land use but located further from the core.

■ **Opportunities.** While many of these areas may be able to support larger mixed-use or multi-unit building types, considerations should also call out upper and medium MMH types that could support more incremental infill opportunities. Additional testing should be done to understand the housing and infrastructure capacity available on underutilized lots in the downtown, as well as the feasibility and attainability of different product types. The Plan should articulate how more units would benefit from being near existing amenities and institutions.

Summary of Barriers

The table below summarizes Section 4.3 to graphically represent the various types of barriers to MMH within the selected zoning districts in the Bloomington Zoning Code and which of the nine MMH types are possible under the current zoning regulations.

Summary of Regulatory Barriers for Housing in Bloomington						
Development Standards						
	R-1C	R-2	R-3A	R-D	D-2	B-1
Lot Width Minimum	✗	✗	✗	✓	✓	—
Lot Area Minimum	✗	✗	✗	?	—	—
Additional Lot Area Minimum per Dwelling Unit	✗	✗	✗	✗	—	—
Setbacks Minimum						
Front Setback	✗	✗	✗	?	✓	✗
Side Setback	✓	✓	✗	?	✓	✗
Rear Setback	✓	✓	✗	?	✓	✗
Floor Area Ratio (FAR)	—	—	✗	—	—	✗
Building Height Maximum	✓	✓	?	?	?	?
Permitted Residential Uses (MMH Types Allowed)	✗ (0 of 9)	✗ (2 of 9)	✗ (7 of 9)	✗ (7 of 9)	✗ (8 of 9)	✗ (0 of 9)
Min. Parking Spaces per Unit	✗ Too high ¹	✗ Too high ¹	✗ Too high ¹	✗ Too high ¹	✗ Too high ¹	✗ Too high ¹

Key

✓	Enables All MMH Types	?	Unclear/Potential Barrier
✗	Barrier to some MMH types	(# of 9)	Standard is a barrier to "# of 9 MMH Types
✗	Barrier to most MMH Types	—	Does not regulate

Note:

¹Parking minimums for multiple-family dwellings are required by bedroom number. Multiple-family dwellings with 1 bedroom require 1.5 spaces per unit, and 2 or more bedrooms require 2 spaces per unit. A requirement of more than one on-site parking space per unit is generally considered a barrier to MMH.

R-1C: Single-Family Residential District

The intent of the R-1C district is to support “higher-density single-family detached dwelling units” with a mix of two-family dwelling units.

■ Allowed Uses.

This zone only allows detached single-family houses by-right and allows two-family only as a special use. Duplexes are the only MMH types considered for this district, but even two units require special use, which can add a discretionary review, cost, and time.

Preliminary recommendations: Allow “house-scale” MMH types by-right, including duplexes, townhouses, and cottage developments.

■ Lot Width.

The minimum lot width in R-1C is 50 feet. While the minimum lot width is compatible with lower-intensity MMH types, the stacked duplex or small single-family houses could comfortably fit on smaller widths that exist in many of Bloomington’s neighborhoods.

Preliminary recommendations: Consider reducing the minimum lot width. See the palette of MMH types in Chapter 2 for a recommended range of lot widths that coordinate with the desired building types.

■ Additional Lot Area per Dwelling.

The minimum lot area per dwelling in R-1C is 5,400 sf, which translates to a resultant density of 8.1 du/ac. Further, many existing lots within this zone are smaller than this minimum. Most MMH types would not be permitted on typical neighborhood lots (i.e., 50’ wide lots) because the minimum lot area per dwelling is too high, requiring consolidation of multiple lots.

Preliminary recommendations: Remove minimum lot area per dwelling. See the Barriers Specific to Allowed Density in Section 4.5, even the smallest MMH

buildings produce densities much higher than 8 du/a.

■ Yard Setbacks.

R-1C has 25 ft minimum front setbacks, 6 ft minimum side setbacks, and 25 ft minimum rear setbacks. These higher front setbacks may prevent some MMH on shallow lots by reducing the amount of developable land or where parking is needed to fit in the rear yard.

Preliminary recommendations:

Consider reducing the front setback where appropriate or allowing an average front setback to provide more flexibility in aligning with the existing context, similar to the average front setback standards used in the R-D district.

R-2: Mixed Residence District

The intent of the R-2 district is to support “a mixture of housing types at a high single-family and a low multiple-family dwelling unit density”.

■ Allowed Uses.

This zone allows single-family and two-family dwellings. Single-family attached and multiple-family dwellings are allowed only as special uses. Duplexes are the only MMH type allowed by-right. Townhouses, triplex/fourplexes, and small multiplexes require a special use which add discretionary review, cost, and time.

Preliminary recommendations: Allow “house-scale” MMH types by-right, including duplexes, townhouses, triplexes/fourplexes, and cottage developments. Consider allowing small multiplexes.

■ Lot Width.

The minimum lot width in R-2 for single-family residential uses is 50 feet and 75 feet for townhouses and multiple-family residential uses. The minimum lot width for townhouses and multi-family residential uses is high and prevents many MMH types, including duplexes and triplex/fourplexes.

Terminology

This analysis assumes that “two-family” includes MMH types duplex side-by-side and duplex stacked, “attached single-family” includes MMH types Townhouse Small and Townhouse Large, and that “multiple-family” includes the remaining MMH types - triplex/fourplex, small and large multiplexes, and courtyard buildings.

The palette of MMH Types ranges from buildings with 2 units to courtyard buildings with up to 20 units and represents a resultant density range of 8 to 64 du/ac.



Preliminary recommendations: Reduce or remove lot width minimums that are specific to Townhouses and multi-family residential uses. See the palette of MMH types in Chapter 2 for recommended ranges of lot widths.

■ Lot Area.

The minimum lot area for single-family residential uses is 6,600 sf, and 7,000 sf for townhouses and multiple-family residential uses. Most MMH types would not be permitted on typical neighborhood lots because the minimum lot area is too high. Requiring the consolidation of multiple lots adds considerable cost to a small MMH project.

Preliminary recommendations: Remove or reduce minimum lot areas and instead regulate by lot widths that are compatible with the desired MMH types. Consider analyzing existing lot widths that are most prevalent in R-2 to understand which building types fit best on typical parcels.

■ Additional Lot Area per Dwelling Unit.

The minimum lot area per dwelling unit is 3,300 sf, which translates to a resultant density no higher than 13.2 du/ac. Most MMH types would not be permitted on most neighborhood lots in this district because the minimum lot area per dwelling is too high, requiring consolidation of multiple lots.

Preliminary recommendations: Remove the requirement to increase lot size for additional units. See the Barriers Specific to Allowed Density in Section 4.5.

■ Yard Setbacks.

R-2 has 25 ft minimum front setbacks, 6 ft minimum side setbacks, and 25 ft minimum rear setbacks. These higher front setbacks may prevent some MMH on shallow lots by reducing the amount of developable land or where parking is needed to fit in the rear yard.

Preliminary recommendations:

Consider reducing the front setback where appropriate or allowing an average

front setback to provide more flexibility in aligning with the existing context, similar to the average front setback standards used in the R-D zoning district. Side setbacks may need to be reduced to 5 feet. As more MMH types are allowed, lot testing should be used to calibrate setbacks using typical lot sizes present in this district.

R-3A: Multiple-Family Residence District

The intent of the R-3A district is to support a “transition between nonresidential districts and residential districts of more moderate density.” Most MMH types are allowed as a use by-right, including townhouses, duplexes, triplex/fourplexes, and multiplexes.

■ Lot Width.

The minimum lot width in R-3A for any residential use is 70 feet. The minimum lot width is high and will be limiting for house-scale MMH types including duplexes and triplex/fourplexes on typical lot sizes of the zone. This lot width would likely require consolidation of multiple lots to build MMH which can add cost and complexity that small multi-unit buildings cannot support.

Preliminary recommendations: Reduce minimum lot width. Alternatively, consider adjusting lot width standards according to building type. See the palette of MMH types in Chapter 2 for recommended ranges of lot widths.

■ Lot Area.

The minimum lot area for single- and two-family residential is 6,600 sf and 7,000 sf for attached and multiple-family residential uses. The minimum lot area may create a barrier to developing on typically neighborhood lots. Regulating minimum lot areas by use is a barrier, as many of these types are of the same scale as single-family houses.

Preliminary recommendations: Remove or reduce minimum lot areas and instead regulate by lot widths that are compatible

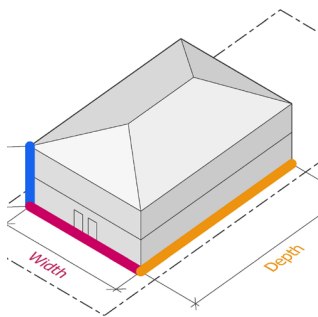


Figure 4.5 Additional explanation and diagrams related to on best practices for each zoning standard listed on this page is provided in Chapter 2 of the MMH Scan™.

with the desired MMH types. Consider doing a lot size analysis to understand the existing lot sizes within each district.

■ Additional Lot Area per Dwelling Unit.

The minimum lot area per dwelling unit is 1,500 sf, which translates to 29 du/ac. The minimum lot area will be limiting for MMH types of five or more units, such as the multiplex small.

Preliminary recommendation: Remove the requirement to increase lot size for additional units. See the Barriers Specific to Allowed Density in Section 4.5.

■ Floor Area Ratio (FAR).

The maximum floor area ratio for attached single-family and multi-family residential uses is 0.5. The floor area ratio is low as it limits the amount of developable land, leads to unpredictable results, and is especially a barrier to more intense MMH types.

Preliminary recommendations: Consider removing FAR standards and instead regulate by building types and building footprint for more predictable outcomes. See Chapter 2 for typical MMH building footprints.

■ Yard Setbacks.

R-3-A has 30 ft minimum front setbacks, 10 ft minimum side setbacks, and 30 ft minimum rear setbacks. The front, side, and rear setbacks are high for most urban neighborhoods and may prevent building MMH on typical size infill lots.

Preliminary recommendations:

Consider reducing the front setback where appropriate or allowing an average front setback to provide more flexibility in aligning with the existing context, similar to the average front setback standards used in the R-D zoning district. Side and rear setbacks may also need to be reduced. MMH types that are desired in this district should be tested on existing lot sizes to calibrate setbacks using typical lot sizes present in this district.

■ Building Height.

The maximum building height for R-3A is 35 feet or 2.5 stories. While the current standard supports most MMH types, this height may be limiting for upper MMH.

Preliminary recommendation: If larger MMH buildings are desired in this district or in key locations where R-3A may be mapped, allowing a full third story may differentiate the R-3 district from lower-intensity zones and add to the potential feasibility of these projects.

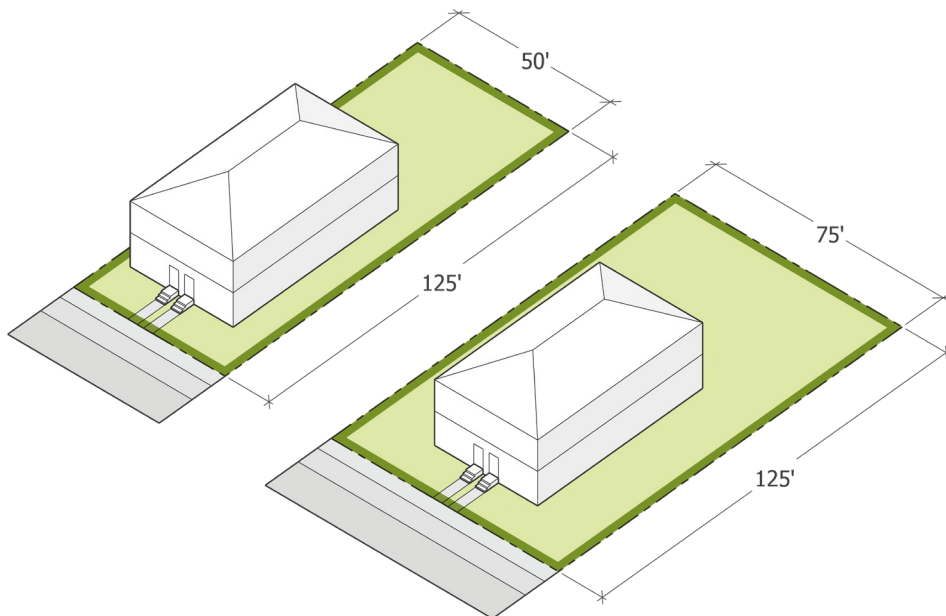


Figure 4.6 Minimum lot sizes required by zoning are often larger than necessary to enable MMH. For example, a fourplex can function well on a 50-foot wide lot but typically is required to be on lots larger than necessary.

R-D: Downtown Neighborhood Residence District

The intent of the R-D district is to support a “mixture of housing types and scales” that are located adjacent to Downtown Bloomington. Most MMH types would be allowed as a use by-right, including townhouses, duplexes, triplex/fourplexes, and multiplexes as well as multiple-family conversions with up to two units. Multiple-family conversions with three or more units and live/work are allowed only as special uses. Additionally, the R-D district provides additional standards intended to preserve the character and scale of the existing area and neighborhoods.

■ Lot Width and Area.

R-D regulates minimum lot width and lot area by an average of the lots along a block. Current minimum lot width and area standards generally support MMH. Regulating by an average encourages MMH to fit within the existing context of Bloomington’s urban neighborhoods, although it can be unpredictable.

Preliminary recommendations: Consider removing the minimum lot area and only regulate by lot width. The minimum lot width should be calibrated to the narrowest lot in the immediate context instead of using the average.

■ Additional Lot Area per Dwelling Unit.

The minimum lot area per dwelling unit in R-D for lots with multifamily units is 1,000 sf min, which translates to 43.56 du/ac. The current density standards would support most MMH types but may be limiting for upper MMH types such as the multiplex large. Given that four stories are supported in R-D, the lot area per dwelling will be a barrier to achieving that height.

Preliminary recommendation: Remove lot area per dwelling requirements and regulate by desired building types. See the Barriers Specific to Allowed Density in Section 4.5.

■ Front Yard Setbacks.

R-D regulates minimum front setbacks by an average of existing front setbacks on the block. Regulating front setbacks by an average generally allows MMH to fit within the existing context of Bloomington’s urban neighborhoods although it can be somewhat unpredictable if the urban pattern is currently more auto-oriented.

Preliminary recommendations: The average front setback measurement is more complex than a standard setback number and could be simplified or supplemented with additional diagrams. There should be criteria included to not count lots that include parking in front of the building.

■ Side and Rear Yard Setbacks.

The R-D district regulates minimum side-setbacks by 10% of the lot width, or 5’, whichever is greater. The R-D district regulates the minimum combined side-setbacks by 25% of the lot width, or 10’, whichever is greater. R-D regulates minimum rear-setbacks by 15% of the lot depth or 25’, whichever is greater. The current side and rear setback standards generally support MMH but have unpredictable results and are overly complicated. The increased setbacks for larger parcels may be limiting for building types like cottage developments or courtyard buildings that work well on these larger lots.

Preliminary recommendations: Consider removing the percentage-based standards or simply adjusting “whichever is greater” to “whichever is less.”

■ Building Height.

The maximum building height for R-D is 45’ or four stories. Four stories is a higher height limit than most MMH types require and may be intimidating for neighborhoods that desire more predictable “house-scale” buildings.

Preliminary recommendation: Consider if four stories are desired and appropriate in all areas of the R-D district. Adjacency standards or only allowing this added height in proximity to key corridors or centers may help reduce community pushback if the existing context is under three stories.

D-2: Downtown Transitional District

The intent of the D-2 district is to support a “development at a lower intensity and density than the downtown core”. This zone allows single-family attached, two-family, multiple-family dwellings, and live/work units. In general, the dimensional standards of D-2 would support MMH, including reasonable lot widths and setbacks. This zone also includes additional building characteristics that regulate elements of the facade.

■ Building Height.

In general, the maximum building height for D-2 is 65’ or six stories. The maximum building height for lots adjoining residential districts in D-2 is 55’ or four stories. While MMH types fit within the current height limits, the maximum building height is much higher than necessary for MMH and likely incentivizes buildings that are much larger.

Preliminary recommendations: Financial feasibility testing for lots adjacent to downtown would help calibrate building height standards to match what is feasible to construct in Bloomington’s market. Generally, a building height under four stories supports more walkable neighborhoods that easily transition between downtown and the adjacent neighborhoods. These taller buildings likely require consolidation of multiple parcels that add cost and complexity.

■ Building Characteristics.

D-2 regulates additional elements of the building, including the orientation of the ground-floor entrance, amount of windows on the front facade, facade length, and appearance, amount of building occupying the front setback line, service entries, and screening of storage and refuse. While most of the building characteristic standards are well-intended, especially for larger mixed-use or multifamily buildings, they may not be calibrated appropriately for MMH. The additional requirements may be seen as a deterrent to developers.

Preliminary recommendations: In addition to or in lieu of the requirement for 20% widows on the ground floor, consider requiring frontage types for ground-floor residential units that could include a stoop, porch, dooryard, or courtyard. Consider increasing the requirement for buildings that exceed 50 feet in width to be designed to appear as two or more buildings to only apply to buildings of at least 80’ in width or exclude MMH. In general, design standards should be further tested to ensure they have the intended outcomes.



Figure 4.7 Example of what can happen without height standards calibrated to the existing context. These townhouses are “slot homes” that are out of scale with the existing context in terms of building height. They also fail to provide open space between units, making these less attractive to the consumer.

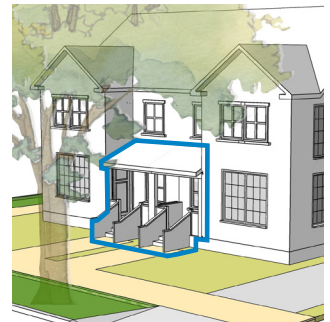


Figure 4.8 MMH types work best with standards that require the ground-floor facade to face and address a public street.

B-1: General Commercial District

The intent of the B-1 district is to support the “development of community and regional commercial areas.” Currently, this zone applies to areas with land development patterns that encourage or require driving between destinations. If MMH is desired in this zone, the intent should be revised to state the intention to transform these areas of the City into more walkable environments. See Chapter 3 for recommendations on transforming auto-oriented places into walkable neighborhoods.



Figure 4.9 The B-1 district typically includes commercial areas that are auto-oriented. As more residential is encouraged, additional steps should be taken to transform this areas into more walkable environments.

■ Allowed Uses.

This zone allows a wide range of commercial uses. Residential uses, including single-family attached, multiple-family dwellings, and live/work units, are allowed only as a special use. MMH types, including townhouses, triplex/fourplexes, multiplexes and live/work, require a special use which add discretionary review, cost, and time.

Preliminary recommendation: Allow all MMH types by-right, including “house-scale” and upper MMH, that can incrementally transform larger shopping centers and parking lots into more mixed-use environments.

■ Yard Setbacks.

B-1 has no minimum front setbacks, 5 ft minimum side setbacks or 1/3 of the building height if above 3 stories, and 5 ft minimum rear setbacks or 1/3 of the building height if above 3 stories. The current setbacks reinforce a suburban, commercial pattern of development. Requiring 1/3 of the building height for the side and rear yard can lead to undesirable amounts of separation between buildings and discourage taller buildings.

Preliminary recommendation: While these standards may support MMH types, they should be further calibrated to consider smaller building types. Remove setback standards based on building height.

■ Floor Area Ratio (FAR).

In the B-1 zoning district, the maximum floor area ratio is 0.8. Regulating building form by FAR leads to unpredictable outcomes for a buildings massing. A FAR of 0.8 would typically only support 1-2 story buildings and on potentially oversized lots.

Preliminary recommendation: Remove or significantly increase FAR. Instead, regulate by building footprint and height. If regulating by FAR is preferred, potential outcomes should be tested on typical lot sizes in the B-1 zoning district.

■ Other Standards.

In the B-1 zoning district, there are no requirements on lot width, lot area, building height, or parking location. The lack of standards create unpredictable outcomes that predominately support big-box development along with larger parking areas adjacent to the street. Without standards for residential uses, there is potential for new buildings to be out of scale with the surrounding context. The current standards will continue to perpetuate auto-oriented environments.

Preliminary recommendations: If transformation is desired in these areas and residential uses are allowed, standards for residential buildings will need to be calibrated. Additionally, new standards for large site development should be added to encourage more walkable environments with requirements that guide block size, connectivity, building frontage, open space, and multiple buildings on a site.

Off-Street Parking

Off-street parking is regulated by use and is the same across all zoning districts. For detached single-family, 1 parking space is required per unit. For efficiency units and multi-family units with one-bedroom, 1.5 parking spaces are required per dwelling unit. For multi-family units with two or more bedrooms, 2 spaces are required per dwelling unit.

The existing parking requirements are high and are especially a barrier to more intense MMH types. Requiring higher parking minimums means developers must set aside more land for parking instead of housing. It also increases development costs, which are directly passed on to future residents. Lower parking minimums allow a developer to provide parking that is appropriate for the location and the current market demand.

Preliminary recommendations: Reduce parking requirements to a minimum of 1 space per dwelling unit for all residential uses. Consider allowing further reductions of parking within an overlay district for areas near walkable centers, downtown, university campuses, or in proximity to transit.

Additional Use-Specific Standards

Multiple-Family Conversions

Multiple-family conversions would allow larger single-family houses to be converted into multifamily residential buildings with two or more units. However, this use is not allowed by-right. For example, a multiple-family conversion into two units is allowed only by special use in the R-2 district even though a two-family dwelling is a permitted use. Similarly, the R-D zoning district permits multiple-family dwellings as an allowable use but restricts conversions to three or more units as a Special Use.

This tool discourages the conversion of a single-family house because it requires a lengthy approval process and a public hearing. Conversions also require additional standards for parking, unit size, and entrances that are higher than those required for the original single-family building. In more historic areas of Bloomington where conversions are more likely, the existing lot often has no space to accommodate more parking.

Preliminary recommendations: Allow conversions by-right when the zoning district allows that building type as a use. For example, R-2 should allow multiple-family conversions with up to two units as a permitted use. Allow flexibility in parking standards to accommodate existing lot sizes and existing driveways. A study of existing and potential conversions should be conducted to better understand how these properties are being assessed as well as their potential implication on property values.

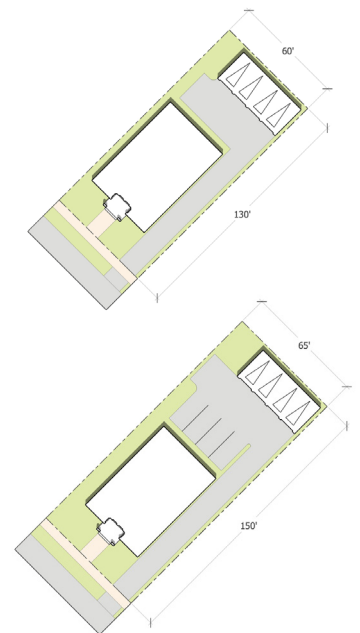
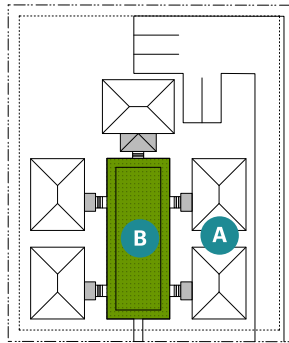


Figure 4.10 Parking has a significant impact on MMH and affordability. This illustration shows how much more space is required to fit a fourplex on a lot when 2 spaces are required per unit versus 1 space per unit.



- A** Minimum of 3 cottages around a common open space.
- B** Open space oriented to street, parking at the rear of the lot

Figure 4.11 Example of a cottage court around a common open space.



Figure 4.12 Example of a cottage court.

Cottage Courts

Cottage courts are currently not a defined use and are only buildable as single-lot condos or rentals in multi-family areas. Cottage courts are primarily intended to allow small infill development of small single-family houses that offer greater density within predominantly single-family zones.

Preliminary recommendations: Consider adding cottage court-specific standards and allowing them in any single-family residential zone. The following best practices encourage the development of smaller cottage homes and usable common space as an alternative to large single-family houses:

- Require a minimum of three cottages around common open space.
- Do not allow parking with the open space.
- Limit building size to 1,200 - 1,500 gross sf and building footprint to 800 - 1,000 sf per cottage home.
- Limit building height to two stories.
- Do not require more than one parking space per unit.
- Apply frontage requirements that promote porches and stoops that engage the shared open space. Cottages located along the street should have frontages that orient to the public realm while providing side facades or secondary entrances that engage the open space.
- Allow duplex cottage courts in certain locations where higher density is desired.

Subdivision

Many MMH building types offer opportunities for both rental and ownership options. Property management of small rental buildings can sometimes be difficult, while condo liability laws are often complex and expensive. Types such as cottage courts and duplexes, in particular, can benefit from subdivision rules that allow for units to be platted individually to create more opportunities for ownership.

Preliminary recommendations: Review and revise subdivision regulations to allow for the platting of fee-simple lots for multi-unit building types. Ensure that the ordinance supports small-lot subdivisions and allows these subdivisions to be approved administratively.

Accessory Dwelling Units (ADUs)

The small footprint of accessory dwelling units (ADUs) allows them to provide more housing choices in existing neighborhoods without dramatically impacting the character of the neighborhood's existing built form. Consider the following:

■ Applicability.

The current zoning ordinance supports the development of ADUs, as ADUs are allowed by right in all zones with a single-family house. By limiting ADUs as a use only allowed with single-family uses, the ordinance limits additional gentle density to be added to other middle housing types.

Preliminary recommendations: Allow ADUs with small MMH types in addition to single-family dwellings.

■ Parking.

The required parking amount for ADUs is 1 space per unit. Requiring additional parking for an ADU may be difficult due to added cost and lot configuration limitations.

Preliminary recommendation: Remove parking requirements for ADUs or allow flexible parking configurations such as

tandem parking or in existing driveways. Alternatively, require off-street parking only if on-street parking is not available within proximity to the lot.

■ Size.

The maximum size of an ADU is 800 sf or 50% of the size of the primary building, whichever is less. The maximum gross floor area for an ADU is 30% of the rear yard. Limiting the size of an ADU based on the size of the primary unit can limit the opportunity for ADUs on smaller single-family, be cumbersome to calculate, and lead to inequitable results for existing smaller houses.

Preliminary recommendation: Set the maximum size of an ADU at a limit between 800-1,200 sf. Remove area limitations based on primary building size.

Residential Use Categories

Residential uses are separated into five different use types including single-family dwellings, single-family attached dwellings, two-family dwellings, multiple-family dwellings, and multiple-family conversion dwellings. The current list of uses groups most MMH types, such as

triplexes/fourplexes and small multiplex types, in the same category as much larger multi-unit development types, which can prevent the ability of “house-scale” MMH types from being allowed in most single-family neighborhoods.

Preliminary recommendations: Be more explicit about which multi-unit housing types would fit in each zoning district by differentiating MMH types that are “house-scale” as a different use than larger multiple-family buildings.

Special Uses (Entitlements Barrier)

Many of the zoning districts allow MMH as special use rather than by-right. Requiring MMH as a special use requires an extra step, including review by the City Council and public hearing, that often extends the entitlements process when compared to the “by-right” entitlement process that is offered for detached single-family residential in all residential zones.

Preliminary recommendations: Allow MMH types by-right rather than special use.



Figure 4.13 Example of an ADU used as either a guest suite, rental unit, or workshop/office over a garage.

Q CLOSER LOOK

Why allow MMH "by-right"?

Each zoning district regulates which land uses are allowed. Uses that meet the intent of the zone are allowed "by-right." Development allowed by-right and meeting all zone standards (i.e., height, building footprint, setbacks) is allowed without additional review processes.

Uses allowed with conditions can require extra review processes. Lengthy review processes equate to uncertainty, additional time, and, therefore, added costs. This cost is either passed onto the consumer or creates an

infeasible development project. Further, additional review processes often rely on subjective standards, which can lead to inconsistent development results that may not meet the intent of the zone or serve the community's broader interest. The key to allowing MMH types by-right is to build standards for the base zoning to ensure the development will fit the zone intent.

4.4 Barriers Specific to Allowed Density

This section discusses allowed density as a key limiting factor, with reference to resultant densities from typical MMH building types.

Allowed Density

While bulk and height restrictions in Bloomington play a primary role in limiting development, the maximum density restrictions further prohibit most MMH types. However, simply increasing the maximum allowed density could create other issues, such as large buildings that are not contextually appropriate for their neighborhood.

Increasing the maximum allowed density needs to be coordinated with carefully identifying the appropriate MMH building types for Bloomington's different areas and then incorporating the resultant density range of those types along with standards for maximum building footprint and lot width.

Key

-  Range of MMH Type
-  Range Enabled by Zoning
-  MMH Type Enabled
-  MMH Type Not Enabled



Duplex Side-by-Side

8-22 du/ac



Duplex Stacked

8-29 du/ac



Cottage Court

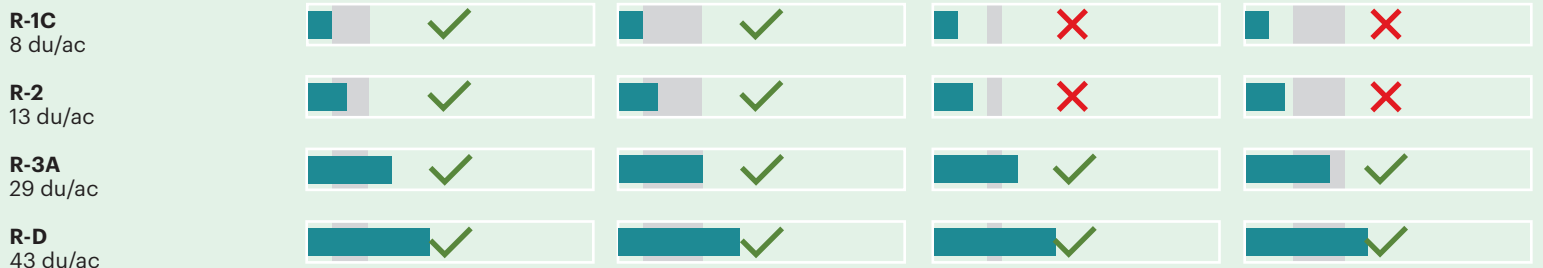
19-24 du/ac



Fourplex

17-35 du/ac

Density thresholds for applicable Bloomington zoning districts:



MMH Types Enabled by Current Density Standards

The chart below shows which and how much of each MMH type is enabled in each district based on the maximum allowed density. When the gray area does not contain any green, that MMH type is not enabled.

Depending on the support for changing existing zoning, the MMH types and their standards could be adopted as new zoning or as an overlay that only applies to identified walkable neighborhoods.

The standards could include density standards or they could be silent on density. In either approach, the characteristics of each MMH type need to be publicly discussed and tested for the specific areas where they want to be used.

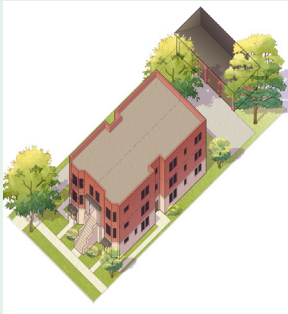
Recommendations

We recommend either of two approaches:

- Increasing the maximum allowed density for MMH types based on the lot size realities of MMH; or
- Regulate MMH using building types with clear footprints and unit limits instead of using density.



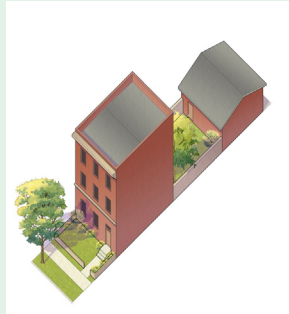
Multiplex Small
41-44 du/ac



Multiplex Large
44-48 du/ac



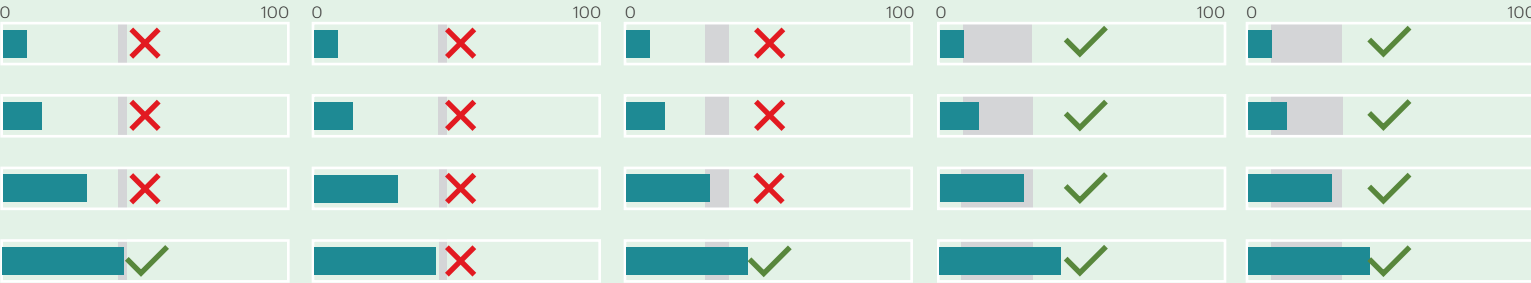
Courtyard Building
28-36 du/ac



Townhouse
8-32 du/ac



Live/Work
8-32 du/ac



4.5 Barriers Specific to Minimum Lot Area/Width

This section analyzes how lot width is an important consideration for typical MMH building types.

Importance of Lot Width

The existing zoning standards regulate development by using lot area as a way to reinforce the maximum allowed density. This approach may be appropriate for larger projects but not necessarily for infill lots. The approach of using lot area prevents some housing types that are otherwise physically compatible with single-unit dwellings.

Lot width can be a more effective regulation than lot area because many projects can comply with the minimum lot area but still result in a building that is too large for its context. Even with low-density housing types such as a duplex, if allowed to fill up the building envelope, it can result in a building that is within the density limits but is larger than nearby houses in the same neighborhood.

In contrast, regulating by lot width results in standards for maximum building footprints that are coordinated with a variety of lot widths that fit well and make sense in lower-intensity neighborhoods. This enables MMH, increasing housing choices.

The Palette of Missing Middle Housing Types with Typical Lot Width Ranges

The palette of MMH types is provided for reference to the typical lot width range of each type



Duplex Side-by-Side
40'-75'



Duplex Stacked
30'-75'



Cottage Court
90'-160'

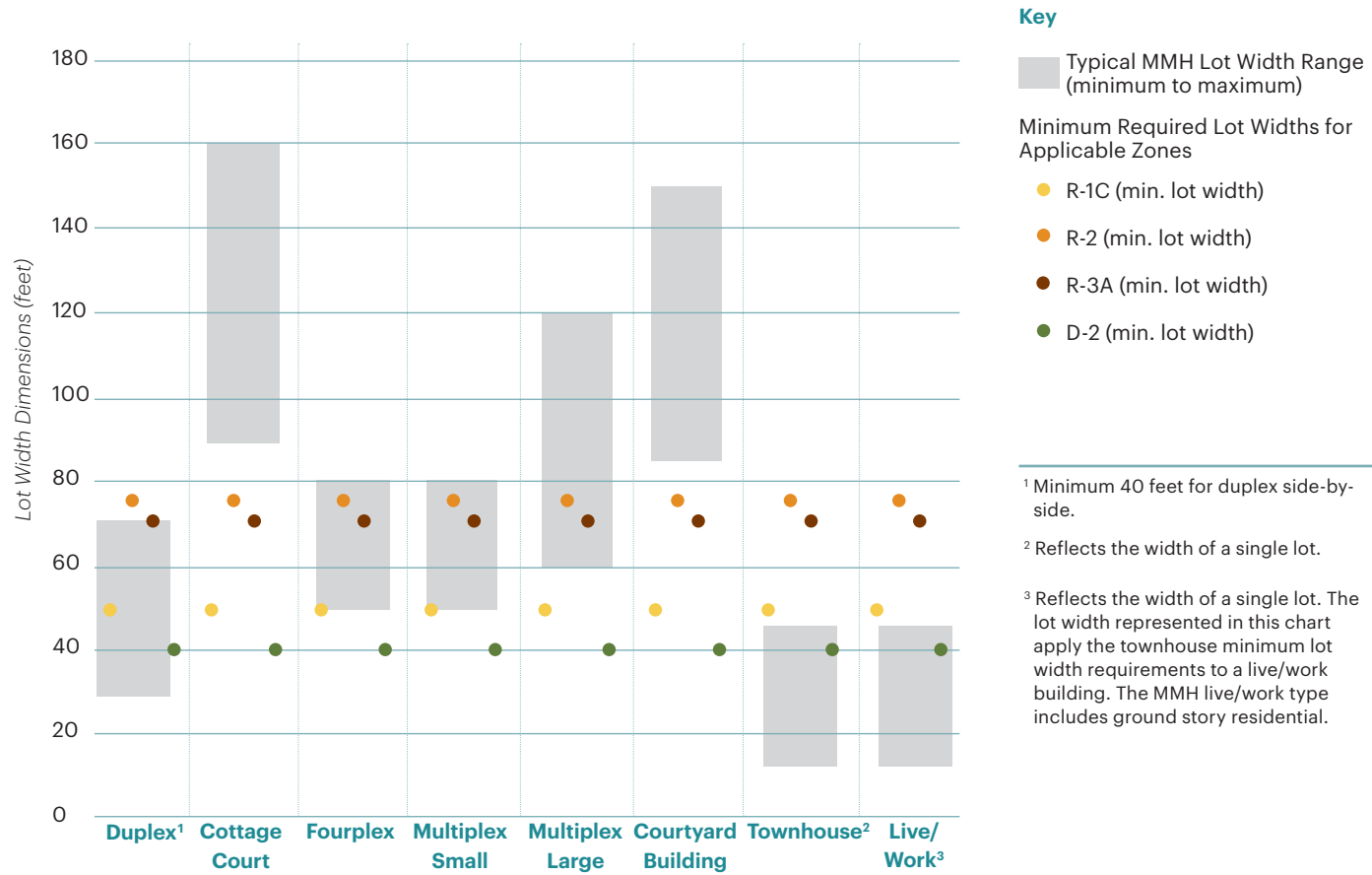


Fourplex
50'-80'

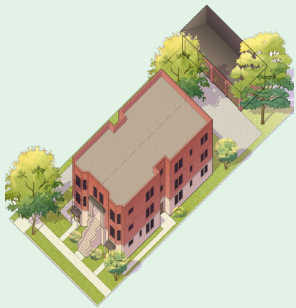
MMH Types Enabled by Current Lot Width Standards

In the table below, the gray bars show the typical lot width range for each MMH type based on front or rear vehicle access. A colored dot represents the minimum lot size for each zoning district. We recommend

that the lot width dimensions be coordinated with the MMH types intended for each zoning district.



Multiplex Small
50'-80'



Multiplex Large
60'-120'



Courtyard Building
85'-150'



Townhouse
16'-45' (single unit), 56'-158' (3-4 units in a row)



Live/Work
16'-45' (single unit), 56'-158' (3-4 units in a row)

4.6

Next Steps Towards Implementation

The findings from the MMH Scan™ can spark small-scale changes in the short term and serve as a basis for future projects.

Starting Small

■ This MMH Scan™ (Analysis + Definition of Barriers to MMH) focuses on identifying barriers to MMH. It can be a stand-alone document or the first of a two-part analysis. The **MMH Deep Dive™** (Testing + Solutions for MMH) is a more detailed study involving test fits and cost analysis. Results intend to provide further insights and specificity about recommended improvements and changes to existing standards.

■ Using the materials in this report, Staff should **continue outreach about MMH**, through walking tours, round tables, developer training, and educational opportunities for community and local leaders. The goal of these conversations is to dispel misconceptions around MMH, hear and address concerns, assess what MMH types are contextually appropriate, and empower community members to voice their interests in public meetings.

■ **Short-term zoning adjustments** open the door to further changes. Creating cottage court standards or reducing parking minimums are two small moves that can have significant short-term impact on attainability. Allowing gentle density within the identified existing and potential walkable centers may lay the ground work to transform surrounding neighborhoods into MMH-Ready Neighborhoods, suitable for Missing Middle Housing.

Making Big Moves

■ **Incorporate fine grain recommendations** for the application of MMH types throughout Bloomington. In public engagement and education efforts, use the material in this report to emphasize the need for increased housing units.

■ **A citywide zoning update** will likely require a longer process with necessary community feedback loops. A medium effort approach to updating zoning would be to update only the standards of the residential zones and/or create a MMH overlay district around Downtown and/or other identified walkable centers.

■ **Streamline the entitlement process** and providing an expedited review for MMH infill. Study and consider additional incentives to overcome financial barriers that exist for MMH.

■ **Explore additional steps** to implementing high-quality MMH and small housing options such as permit-ready housing plans, pre-approved ADUs, or a neighborhood pattern book that highlights housing types most appropriate for Bloomington.