



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, August 10, 2022
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS / PROCLAMATIONS	
5.1. Marty Kiar, Broward County Property Appraisal	
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
7. CONSENT AGENDA	
7.1. BODY WORN CAMERA (BWC) - Interim Police Chief Howard	7 - 149
Staff recommends the purchase of the Motorola Guardian BWC system Agenda Item Report - AIR-22-082 - Pdf	
7.2. Retroactive pay for Joy Brown - Mayor Jacobs	150
Retroactive pay Joy Brown	
7.3. Raymond P. Oglesby Preserve - roof repair - Public Services Director Clark	151 - 159
We are recommending approval of the lowest bid. Agenda Item Report - AIR-22-087 - Pdf	
7.4. Stormwater Master Plan - Public Services Director Clark	160 - 168
We are recommending approval based on the CCNA contract with Kimley Horn & Associates. Agenda Item Report - AIR-22-089 - Pdf	
7.5. Proposal for the Wastewater Master Plan Update - Public Services Director Clark	169 - 178
Staff recommends to approve the proposal Agenda Item Report - AIR-22-097 - Pdf	

- 7.6. Premium Pay for Essential Workers - Town Manager Jimenez, Public Services Director Clark 179 - 180

To pay each essential worker a premium of \$2,500 for services provided during the COVID-19 pandemic.

[Agenda Item Report - AIR-22-106 - Pdf](#)

8. RESOLUTIONS

9. ORDINANCES - 1ST READING

- 9.1. Towing Ordinance - Town Attorney Anderson 181 - 186
ORDINANCE NO. 2022-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **DELETING SECTION 13-7 “PAYMENT OF TOWING AND STORAGE FEES PRIOR TO RELEASE OF VEHICLE” WITHIN CHAPTER 13 “JUNKED, WRECKED AND ABANDONED VEHICLES”; UPDATING AND AMENDING DIVISION 4 “TOW AWAY ZONES” WITHIN CHAPTER 25 “TRAFFIC AND VEHICLES”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

Staff recommends approval

[Agenda Item Report - AIR-22-095 - Pdf](#)

- 9.2. Addition to Noise Ordinance (Chapter 17) - Building Official Nunez 187 - 193
ORDINANCE NO. 2022-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING AND UPDATING “CHAPTER 17 – NOISE” OF TOWN’S CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

Staff recommends approval

[Agenda Item Report - AIR-22-093 - Pdf](#)
[2022-009 noise ordinance](#)

- 9.3. Unsafe Structures Board - Building Official Nunez 194 - 222
ORDINANCE NO. 2022-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING AND UPDATING ARTICLE VII “UNSAFE BUILDINGS” WITHIN “CHAPTER 5 – BUILDINGS AND BUILDING REGULATION” OF TOWN’S CODE BY ADDING A SECTION ESTABLISHING THE TOWN’S OWN UNSAFE STRUCTURES BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF**

ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Staff recommends approval

[Agenda Item Report - AIR-22-092 - Pdf](#)
[2022-008 UNSAFE STRUCTURES BOARD](#)

- 9.4. Ordinance Amending Section 28-279 of the Code - Town Attorney Anderson 223 - 226

ORDINANCE NO. 2022-010

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING SECTION 28-279 "RESPONSIBILITY FOR CONNECTION TO TOWN SYSTEM" WITHIN CHAPTER 28 "ZONING" AND MOVING THE SECTION TO CHAPTER 26 "UTILITIES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Staff recommends approval of ordinance

[Agenda Item Report - AIR-22-098 - Pdf](#)

10. NEW BUSINESS

- 10.1. Third Amendment to memorandum of understanding regarding collaborative study and subsequent development of an integrated solid waste and recycling system - Mayor Jacobs, Town Manager Jimenez 227 - 238

RESOLUTION NO. 2022-011

A RESOLUTION OF THE TOWN COMMISSION/COUNCIL OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE CONSENT TO TERMS OF THIRD AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN BROWARD COUNTY AND SETTLING MUNICIPALITIES WHICH PERTAINS TO CITY OF SUNRISE V. BROWARD COUNTY (CASE NO. CACE-013-015660) ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[2022-011 CONSENT TO SETTLEMENT WITH COUNTY](#)
[Third Amendment Solid Waste Study](#)

- 10.2. BSO Interim Police Services Agreement - Town Attorney Anderson 239 - 268

Approval recommended

[Agenda Item Report - AIR-22-100 - Pdf](#)

10.3.	BSO Fire Contract - Town Attorney Anderson	269 - 298
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Approve Fire Contract and Exhibits

[Agenda Item Report - AIR-22-099 - Pdf](#)

10.4.	S.W. 52nd Avenue - sinkhole repair - Public Services Director Clark	299
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We are looking for direction from the commission.

[Agenda Item Report - AIR-22-102 - Pdf](#)

11. OLD BUSINESS

11.1.	Waiver of Prosecution - Town Attorney Anderson	300 - 303
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RESOLUTION NO. 2022-012

A RESOLUTION OF THE TOWNCOMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A WAIVER OF PROSECUTION IN REGARD TO THE CASE OF RAULIN SANTANA (CASE NO. #22-1121DLB) SO THAT DEFENDANT CAN PROVIDE RESTITUTION TO THE TOWN THROUGH COMMUNITY SERVICE, REQUESTING THE STATE ATTORNEY TO APPROVE A WAIVER OF PROSECUTION, AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE REQUEST FOR WAIVER OF PROSECUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[WAIVERS OF PROSECUTION GOLF CART UNSIGNED 2022-012 santana waiver of prosecution reso](#)

11.2.	Waiver of Prosecution - Town Attorney Anderson	304 - 305
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RESOLUTION NO. 2022-013

A RESOLUTION OF THE TOWNCOMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A WAIVER OF PROSECUTION IN REGARD TO THE CASE OF JAMARI PAUL (CASE NO. #22-1121DL) SO THAT DEFENDANT CAN PROVIDE RESTITUTION TO THE TOWN THROUGH COMMUNITY SERVICE, REQUESTING THE STATE ATTORNEY TO APPROVE A WAIVER OF PROSECUTION, AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE REQUEST FOR WAIVER OF PROSECUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[2022-013 paul reso waiver of prosecution](#)

12. DISCUSSION

12.1. Public Services Department - Mayor Jacobs

12.2. Litigation Representation - Mayor Jacobs

12.3.	Town Attorney - Mayor Jacobs	306 - 347
	Eric's complaint and results	

David's complaint and results

[TA Code Complaint](#)

[TA Code Investigation](#)

[TA complaint from Chief Howard](#)

[TA Investigation Summary and Exhibits \(Howard HR Complaint\)](#)

13. ATTORNEY REPORTS

14. TOWN MANAGER REPORTS

15. COMMISSION REPORTS

Clerk Commissioner Hodgkins

Vice Mayor Dieuville

Mayor Jacobs

16. ANNOUNCEMENTS

16.1. Food Drive, Saturday, August 13, 2022

Young Adults Forum hosted by State Representative Marie Woodson,
Saturday, August 13, 2022 from 4:00 PM to 7:00 PM at Charles F.

Dodge City Center, 601 City Center Way, Pembroke Pines, FL 33025

Special Magistrate Hearing, Wednesday, August 17, 2022 at 9:00 AM

Back to School, Saturday, August 20, 2022

Workshop Commission meeting, Wednesday, August 24, 2022 at 6:00
PM

Charter Review Committee, Monday, August 29, 2022 at 6:00 PM

Regular Commission meeting, Wednesday, September 14, 2022 at 7:00
PM

1st Budget Hearing, Wednesday September 14, 2022 at 6:00 PM

Regular Commission Meeting, September 14, 2022 at 7:00 PM

Special Magistrate Hearing, Wednesday, September 21, 2022 at 9:00
AM

2nd Budget Hearing, Wednesday, September 28, 2022 at 5:00 PM

Workshop Commission Meeting, Wednesday, September 28, 2022 at
6:00 PM

17. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL

Regular Commission Meeting
August 10, 2022

PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Marlen D. Martell
Town Clerk

AGENDA ITEM REPORT



To:

Subject: BODY WORN CAMERA (BWC)

Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

BWC's systems are storage intensive. Motorola appears to be less expensive over the life of this contract

FINANCIAL IMPACT:

\$139,000

RECOMMENDATION:

Staff recommends the purchase of the Motorola Guardian BWC system

ATTACHMENTS:

[V300-30-Town of Pembroke Park 5 Year Vaas Proposal](#)
[sourcewell contract](#)



Quote For:

**Town of Pembroke Park
Attn: Chief David Howard**

Reference:

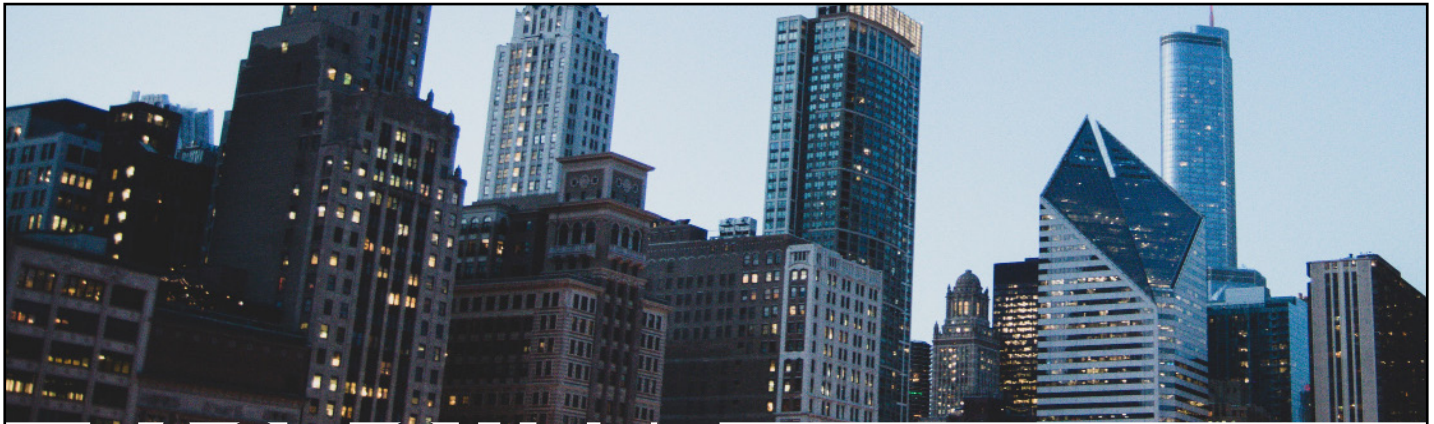
V300-30-Town of Pembroke Park 5 Year Vaas Proposal

Quote By:

**WatchGuard Video / Motorola Solutions
Mike Costa**

Date: 04-07-22

Serving Law Enforcement with the Most Compelling, Quality Video Products



FACT SHEET

MOTOROLA SOLUTIONS

Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive.

We have a rich history of firsts, including pioneering mobile communications in the 1930s, making equipment that carried the first words from the moon in 1969 and developing the first commercial handheld cellular phone in 1983.

Today, our global employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.

TECHNOLOGY PLATFORMS



**MISSION-CRITICAL
COMMUNICATIONS**



**COMMAND CENTER
SOFTWARE**



**VIDEO SECURITY &
ANALYTICS**



**MANAGED &
SUPPORT SERVICES**

AWARDS

The Wall Street Journal Management Top 250,
No. 92, November 2019

WayUp Top 100 Internship Programs, August 2019

Fortune World's Most Admired Companies,
No. 3 in Networks and Other Communications
Equipment, January 2019

Forbes World's Best Employers, October 2018

Dow Jones Sustainability North American Index,
September 2018

CHAIRMAN & CEO

Greg Brown

HEADQUARTERS

500 W. Monroe
Chicago IL USA

MEDIA CONTACT

Brittany Kelly | 224-246-3914
brittnay.kelly@motorolasolutions.com

BY THE NUMBERS

\$7.3 BILLION

in annual sales (2018)

\$637 MILLION

in R&D spending (2018)

\$3.3 BILLION

in acquisitions spending since 2016

17,000+ EMPLOYEES

in 60 countries

100,000+ CUSTOMERS

in over 100 countries

6,900+ PATENTS

granted and pending

13,000 NETWORKS

across the globe



MOTOROLA SOLUTIONS

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 MOTOROLA SOLUTIONS		Motorola Solutions 415 E. Exchange Allen, TX 75002 (P) 800-605-6734 (F) 212-383-9661		
Issued To:	Town of Pembroke Park - Attention: Chief David Howard		Date:	04-07-22
Project Name:	V300-30-Town of Pembroke Park 5 Year Vaas Proposal		Quote ID:	WMC-0179-04

V300 Body Worn Camera

Includes: 5 Years Unlimited Cloud, Unlimited Sharing, Integrated Redaction,
No-Fault Warranty & Technology Refresh
Includes: Spare Battery, Charger & Transfer Station

Qty	Item #	Description
(30)	AAS-BWC-5YR-001 \$2,940.00 Each PaaS	Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month <u>Software, Hardware & Refresh:</u> - Video-as-a-Service includes CommandCentral Evidence, the cloud-based evidence management system with unlimited device storage and unlimited cloud sharing. 1 User License per Body Worn Camera. 50 GB of non-device storage included per device, averaged across all devices in the program - CommandCentral Evidence, Records, Redaction, Sharing, Community Engagement capabilities and capture application included. - Body-worn camera (battery + choice of mount included) - Third year technology (Hardware) refresh. <u>Subscription, Support & Warranty:</u> 5-year agreement (billed Quarterly or Annually) - Advanced hardware replacement service & 24/7 support - No-Fault hardware warranty
Subtotal Price (Excluding sales tax)		\$88,200.00
Qty	Item #	Description
(30)	WGP02614 \$99.00 Each	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh
Subtotal Price (Excluding sales tax)		\$2,970.00
Qty	Item #	Description
(30)	AAS-BWC-USB-DOC \$240.00 Each PaaS	USB Docking Station Video-as-a-Service Package @ \$4 per Month USB Dock for Body-worn camera including USB Cable
Subtotal Price (Excluding sales tax)		\$7,200.00

Qty	Item #	Description
(3)	AAS-BWC-XFS-DOC \$1,800.00 Each PaaS	Transfer Station (8 Bay) Video-as-a-Service Package @ \$30 per Month 8-Bay Ethernet Transfer Station - Ethernet Cable, Rack mount (optional) & Power Cord
Subtotal Price (Excluding sales tax)		\$5,400.00

Holster Aware Auto Trigger

Includes: Yard Arm Universal Firearm sensor & Taser X2 Holster both w/ 2 Year Ext. Warranty

Indicate: Preferred L&R option for Taser Holster. X26P Taser Holster Also Available

Qty	Item #	Description
(30)	YDM-HLS-TRG-KIT \$260.00 Each	Universal Firearm Holster Trigger Sensor Kit Holster Trigger Sensor, Primer, USB Charging Cable
Subtotal Price (Excluding sales tax)		\$7,800.00
Qty	Item #	Description
(30)	YDM-TSR-TRG-X02 \$420.00 Each	Taser X2 Holster with Trigger Sensor and Belt Clip (Right Hand Draw) Taser X2 Holster with integrated Holster Trigger Sensor and Belt Clip for Right Hand Draw
Subtotal Price (Excluding sales tax)		\$12,600.00
Qty	Item #	Description
(60)	YDM-HLS-TRG-2YW \$75.00 Each	Yardarm Holster Trigger 2 Years Extended Warranty
Subtotal Price (Excluding sales tax)		\$4,500.00

V300 Spare Body Cameras

Qty	Item #	Description
(2)	BW-V30-10-- \$995.00 Each	V300, WiFi/Bluetooth Wearable Camera, with Magnetic Chest Mount - V300, WiFi/Bluetooth Wearable Camera - Magnetic Chest Mount
Subtotal Price (Excluding sales tax)		\$1,990.00

Caching Upload Server

Qty	Item #	Description
(1)	AAS-UPL-SVR-001 \$6,000.00 Each PaaS	Upload Server On-Premise - Video-as-a-Service Package @ \$100 per Month • Store and Forward Server for Fast Video Offload ◦ Use with in-car upload via Access Point or Body Worn Camera Transfer Stations ◦ On-premise deployment, 1U rack mount, 8TB of storage, 16GB RAM, 2x10G network cards, Intel Xeon processor (HDW-UPL-SRV-501) ◦ 5 Year Warranty
Subtotal Price (Excluding sales tax)		\$6,000.00

Technical Services

Includes: Configuration, Implementation & Training

Qty	Item #	Description
(1)	WGW00122-410 \$1,500.00 Each	Quick Start Software Installation Service; Remote Install, Training, Configuration, Project Management, Consultation
Subtotal Price (Excluding sales tax)		\$1,500.00

Shipping & Handling

Qty	Item #	Description
(30)	FRT-BWC-01 \$15.00 Each	Shipping - BWC Unit • Freight delivery for each Body Worn Camera Unit
Subtotal Price (Excluding sales tax)		\$450.00

Purchase as a Service (PaaS) Financial Profile

Total Price:	\$106,800.00
Contract Term:	5 Years
Monthly Payments:	\$1,780.00
Annual Invoice:	\$21,360.00

Quote Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.

5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED

Quoted by: Mike Costa - Regional Sales Manager - 800-605-6734 - michael.n.costa@motorolasolutions.com

Total Price	\$138,610.00
Deferred	\$106,800.00 (5 Payments of \$21,360.00)
Direct Purchase Items	\$31,810.00
Due Now	\$53,170.00
Annual Invoice (Excluding sales tax)	\$21,360.00



WATCHGUARD V300

CONTINUOUS-OPERATION BODY CAMERA

The WatchGuard V300 continuous-operation body camera with detachable battery, wireless uploading and expansive storage addresses law enforcement's need for cameras to operate beyond a 12-hour shift.

DATA SHEET | WATCHGUARD V300 BODY CAMERA

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MOTOROLA SOLUTIONS

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KEY FEATURES

DETACHABLE BATTERY – Easily change the WatchGuard V300's rechargeable battery while on the go. Keep an extra battery at the ready for unexpectedly long shifts, extra shifts or part-time jobs where a body camera is required.

AUTOMATIC WIRELESS UPLOADING – Send critical video back to headquarters while still in the field. When docked in the vehicle, the V300 uploads to evidence management systems via wireless networks like LTE and FirstNet, anytime, anywhere.

INTEGRATED WITH IN-CAR SYSTEM – One or more V300 cameras and a WatchGuard 4RE® in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

NATURAL FIELD OF VIEW – Eliminate the fisheye effect from wide-angle lenses that warps video footage. Our distortion correction technology provides a clear and complete evidence review process.

ABSOLUTE ENCRYPTION – Elevate your data security with encryption at rest and in transit technology. V300 guards your data and your reputation.

RECORD-AFTER-THE-FACT – Go back in time and capture video from events days after they happened, even when a recording wasn't automatically triggered or initiated by the officer. Don't rely on mere seconds of pre-event buffering to prove your case.

SPECIFICATIONS

Dimensions

2.6 x 1.1 x 3.6 in (65 x 29 x 91 mm)
W x D x H

Weight

6.8 oz (193 g)

Storage

128 GB

IP Rating

IP 67

Resolution

1080p, 720p and 480p

Microphones

Dual

Vertical Field of View

Electronic Turret +15° /- 20°

Field of View

130°

Encryption

At rest and in transit

For more information, visit www.motorolasolutions.com/v300



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WATCHGUARD V300

CONTINUOUS-OPERATION BODY CAMERA

The WatchGuard V300 continuous-operation body camera with detachable battery, wireless uploading and expansive storage addresses law enforcement's need for cameras to operate beyond a 12-hour shift.

SPECIFICATIONS SHEET | WATCHGUARD V300 BODY CAMERA

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MOTOROLA SOLUTIONS

Page 8 of 12

KEY FEATURES

DETACHABLE BATTERY – Easily change the WatchGuard V300's rechargeable battery while on the go. Keep an extra battery at the ready for unexpectedly long shifts, extra shifts or part-time jobs where a body camera is required.

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SPECIFICATIONS

Weight

6.8 ounces

Depth

1 1/8"

Storage

128 GB

IP Rating

IP 67

Resolution

1080p, 720p and 480p

Microphones

Dual

Vertical Field of View

Electronic Turret +15° /- 20°

Field of View

130°

Encryption

At rest and in transit

For more information, visit www.watchguardvideo.com



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VIDEO-AS-A-SERVICE

TRANSPARENCY SHOULDN'T COME AT A HIGH PRICE

Get your cameras and get going. Our simple pay-as-you-go program helps you get everything you need for your body-worn and in-car camera video policing program with no upfront capital investment — from a robust camera system to advanced digital evidence management tools.

As the requirement for law enforcement video systems continues to grow, the obstacles to acquisition remain the same.

Raising funding and securing grants is difficult and time-consuming. Data storage and system maintenance costs are hard to predict. And video technology continues to mature, making a big investment potentially risky.

Motorola Solutions is overcoming these obstacles by delivering body-worn cameras, in-car video systems, digital evidence solutions and support services through Video-as-a-Service.

With no up-front capital investment required, you can deploy a new camera system and start using it immediately under a simple 5-year pay-as-you-go program. Everything you need is provided, including solutions to securely capture, collect, manage and share your evidence, as well as 24/7 support and no-fault warranty coverage.

And if you already have content on a digital evidence management system, we can work with you to migrate your video material to the new platform.

NO NEED TO RAISE FUNDS

Get what you need with no upfront investment and pay-as-you-go. Turn a capital investment into a manageable operational expense.

BUDGET PREDICTABILITY

Stay on budget with a low payment, fixed for 5 years, that includes your camera system, software, support, and video storage.

ASSURED PERFORMANCE

Maintain efficiency and reliability, with a no-fault warranty, advance hardware replacement and 24/7 phone support.

TECHNOLOGY REFRESH

Stay current with the latest technology, with a free refresh of your body-worn cameras and batteries during the program.

CLOUD HOSTED

Manage, store and share video evidence securely from your cloud account. We can even help you migrate your existing platform.



KNOCK DOWN DIGITAL EVIDENCE DATA SILOS

As important as it is to have the right mobile video cameras in place, it's just as critical to have the right digital evidence management tools to streamline the capture, collection, management and sharing of your data.

Capture Evidence with your Smartphone

Securely capture video, images and audio on-scene using an Android or iOS device with CommandCentral Capture.

Collect Evidence from your Citizens

Quickly gather evidence using case-specific, agency-generated links with CommandCentral Community.

Control your Entire Video System

Easily configure cameras, provision users, define permissions and maintain audit logs with CommandCentral Evidence.

Unify your Evidence Management

Intelligently organize, redact and audit all of your agency's digital evidence from one place with CommandCentral Evidence.

Simplify your Evidence Sharing

Seamlessly view and share all case-related information from one, streamlined interface with CommandCentral Records.

PACKAGE SUMMARY

	BODY-WORN CAMERAS	IN-CAR CAMERAS	INTEGRATED SYSTEM
	\$49/month	\$149/month	\$189/month
Systems	V300 continuous-operation body-worn camera, detachable battery and camera mount.	WatchGuard 4RE® in-car video system, CarDetector Mobile LPR and Vigilant PlateSearch software, infrared cabin camera, choice of forward-facing HD camera, HiFi microphone, WiFi upload kit and smart power switch.	Body-Worn Camera System + In-Car Camera System + WiFi access point/body-worn camera dock for a seamless, integrated camera system.
Software	CommandCentral Capture, CommandCentral Community, CommandCentral Evidence, and CommandCentral Records for cloud-based digital evidence collection, management and sharing. Includes free digital evidence migration to the new platform.		
Support	Five years of no-fault hardware warranty, advance hardware replacement and 24/7 phone support.		
Refresh	New body-worn camera with battery in third year.		New body-worn camera with battery in third year.

For more information, please visit motorolasolutions.com/video-as-a-service



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Online Terms Acknowledgement

This Online Terms Acknowledgement (this “**Acknowledgement**”) is entered into between Watchguard, Inc., with offices at 415 E. Exchange Pkwy, Allen, TX 75002 (“**Watchguard**”) and the entity set forth in the signature block below (“**Customer**”). Watchguard and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the Master Customer Agreement (“**MCA**”) and applicable Addenda available at www.motorolasolutions.com/product-terms, including, without limitation, the Mobile Video Addendum, govern each Ordering Document (as defined in the MSA) between the Parties, including all statements of work, schedules, order forms, and other ordering documents, and further agree that the terms of the MCA and Addenda are incorporated therein and form part of the Parties’ Agreement (as defined in the MCA). For purposes herein, the respective rights and obligations assigned to Motorola Solutions, Inc. within the online terms shall apply to Watchguard, and the respective rights and obligations assigned to ‘Customer’ within the online terms shall apply to Customer signing below. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and to the terms of the MCA and Addenda posted at www.motorolasolutions.com/product-terms, and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement, the MCA and the Addenda.

2. Entire Agreement. This Acknowledgement supplements the terms of the MCA and applicable Addenda and forms a part of the Parties’ Agreement. This Acknowledgement, the MCA and applicable Addenda available at www.motorolasolutions.com/product-terms, and any all Ordering Documents between the Parties constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Disputes; Governing Law. Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Watchguard: Watchguard, Inc.

Customer: Town of Pembroke Park

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: _____

Email: _____



Solicitation Number: RFP#010720

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 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 21, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members 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.

Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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 Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract 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)
- 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 Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor 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.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor 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 Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable 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 Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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 thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **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 Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor 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:

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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.* Vendor 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). 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-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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).

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor'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, Vendor 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 Vendor'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 Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. 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. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor'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. Vendor 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

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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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

24. CANCELLATION

010720-AXN

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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 Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/19/2020 | 7:59 PM CST

Axon Enterprise Inc.

DocuSigned by:
By: Matt Morstad
B8264760BE634B7...
Matt Morstad
Title: VP of Sales Operations
Date: 2/25/2020 | 5:19 PM CST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/19/2020 | 8:03 PM CST

RFP 010720 - 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: Thursday November 07, 2019 11:59:02
Submitted On: Monday January 06, 2020 14:07:20
Submitted By: Sales Ops
Email: contracts@axon.com
Transaction #: a4a22ffc-a3fb-4a19-97b1-c7ee7cdcf084
Submitter's IP Address: 74.206.119.243

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Axon Enterprise, Inc.	*
2	Proposer Address:	17800 N 85th St.	*
3	Proposer website address:	www.axon.com	*
4	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):	Matt Morstad, VP of Sales Operations 17800 N 85th St. Scottsdale, AZ 85255 800-978-2737	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Veronica Lorenzen, Proposal Manager 17800 N 85th St., Scottsdale, AZ, 85255 vlorenzen@axon.com, 480-515-6311	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Allen Sliper, Account Executive 17800 N 85th St., Scottsdale, AZ, 85255 asliper@axon.com, 858-353-3228	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	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?
8	Provide a detailed description of the products and services that you are offering in your proposal.	Axon is offering a number of products that will fit the needs of Sourcewell members. We have detailed our various offerings under the headers below. AXON EVIDENCE Axon Evidence is a robust end-to-end solution that not only allows agencies to store data, it also enables new workflows for managing and sharing that data securely - from anywhere. Officers and command staff can upload content from Axon and TASER devices or other systems easily, manage it simply with search and retrieval features, and then collaborate effortlessly with prosecutors and other partners by using powerful sharing features. When storage needs increase, the cloud-based system allows agencies to scale instantly and cost-effectively. Within Axon Evidence, access to information is governed by the agency-defined access control system built into the solution. Each Axon Evidence user is assigned a role. Roles determine a user's permissions, which control levels of access to features and functions. Additionally, Axon Evidence provides many security features to secure digital evidence including password complexity requirements, failed login limits, and enforced timeout settings. Multi-factor authentication (MFA) options are also

configurable for user login and prior to administrative actions. Evidence data is hashed (SHA) to ensure a robust chain of custody. Original evidence data is never changed. All modifications are handled by creating new, derivative files.

Axon Evidence provides users with easy, straightforward methods of searching, reviewing, managing and sharing digital evidence. Axon Evidence uses category types to organize stored video, simplifying the search process for your agency users. All categories are set by your agency to reflect your policies and desired structure. This categorization also facilitates database management by automatically ensuring that only relevant evidence is retained in the system. Every event that is captured and uploaded to Axon Evidence can be assigned a category to determine how long it is retained in the system. Proper categorization is important to ensure that incidents remain in the system for the appropriate amount of time. Categories include policy settings for evidence retention and restricted access for especially sensitive evidence.

Additionally, numerous metadata tags can be applied to evidentiary assets. These metadata fields are included in the searching interface to help you locate the evidence you need quickly and efficiently. ID, title, notes and tags are free text, user-defined values. Custom metadata fields will also be available to narrow search results on the advanced search page.

Axon Evidence features a full redaction suite natively within the application allowing users to redact what can be seen and heard in video evidence files. Axon Evidence never alters the original video evidence file when you create a clip or a redaction. Authorized users will have access to automated redaction and skin blurring redaction. Redaction Studio tools include options for frame-by-frame manual redaction, Spray Paint redaction (manual redaction during playback), real-time object-tracking redaction, and audio file redaction. Editing tools include the ability to create markers and clips, update or add metadata (e.g., notes, title, ID) and create photos from video stills.

Access Lists control internal and external user access to files in Axon Evidence. Each piece of evidence has its own access list, so you can individually manage access as needed. You can set the sharing duration period and the access level to the file shared (e.g., share or download).

Axon Evidence is a turnkey digital evidence management solution, so it acts as a single repository for all your digital evidence. Axon-captured video and digital evidence files (such as crime scene photos, documents and third-party video) can all be managed from one place – Axon Evidence.

AXON BODY 3

The Axon Body 3 is Axon's next-generation body camera - improving upon the simplicity and functionality of its predecessor with improved camera and audio quality, faster offload and recharging, and improved device security and durability. The camera also unlocks significant improvements in officer safety and functionality through greater device intelligence and connectivity.

The Axon Body 3 utilizes a new image sensor and improved microphones to provide the highest quality evidence, especially in low-light environments. Enhanced device intelligence and Axon Signal wireless activation capability allows officers to focus on the situations at hand.

Axon Aware is Axon's new real-time situational awareness technology. The camera is connected to LTE - similar to a cell phone - and can livestream to Axon Evidence instantaneously so that authorized supervisors, incident commanders, real-time crime centers or other designated resources have better information from the field. This LTE capability also opens the door for a wide variety of potential future features, including critical evidence offloading from the field, "find my camera" locator functionality, and much more that will be added in future firmware releases. Other Axon Aware features include real-time alerts and notifications, including gunshot detection. Additional capabilities will be added over time, and Axon Aware itself will also eventually be incorporated into other Axon products.

Axon Aware features require a separate subscription, of which there are two tiers, Axon Aware and Axon Aware+. The specific capabilities within each tier will evolve over time, but the main difference as it relates to policy development is that the Axon Aware+ tier enables livestreaming from all Axon Body 3 cameras, while the Axon Aware tier does not.

How does Axon Aware work in a real-world situation? In the field, let's say an officer gets a call of a domestic disturbance and begins a recording. Back at the station, a supervisor opens the Aware tab in Axon Evidence; the live map shows the officer's GPS marker and other camera details. As the officer arrives on scene, he is confronted by the DV suspect and broadcasts a quick but incomplete radio call. The

supervisor activates livestreaming and sees the hostile suspect advancing on the officer. The officer is notified through feedback on the device that the video is being livestreamed. The supervisor radios backup to respond Code 3 as she also heads to your location. She broadcasts the description of the assailant to dispatch and other responders. Backup arrives in time to help take the suspect into custody without further incident.

The Axon Body 3 also includes new security features, which provide greater device security for data on the camera, in transit, or in the case that the camera is lost or stolen. The solution allows for faster offload and recharge in comparison to other products on the market.

Other features and benefits of the Axon Body 3 include:

- Improved Video: Provides up to 4x better video quality
- Multi-Microphone Audio: Provides ultra-clear audio recording
- Unmatched Durability: Built to withstand extreme weather
- Full-Shift Battery: Never worry about battery life in the field
- Pre-Event Buffer: Configurable up to 120 seconds with optional audio capture
- Advanced Detection & Wireless Activity: Greater device awareness allows for broader camera activation methods
- High Speed Offload & Charging: Offload evidence and charge quickly
- On- Device Encryption
- Advanced Telemetry: Embedded GPS and accelerometer
- Dock: Dock supports offload and charging of up to eight cameras
- Versatile Mounts: New mount keeps the camera secure without magnets or puncturing shirts

AXON BODY 2

The Axon Body 2 is a self-contained audio-visual body-worn camera unit with no external wires. Numerous mounting options are offered and accommodate uniforms, belts, outerwear including jackets, and tactical and SWAT vests without any alteration to equipment.

The Axon Body 2 was designed specifically for use in tactical policing situations to capture events as seen by the officer. Activation of event recording is simple and accessible, making it easy for officers to operate the device in high-stress situations. Recordings are initiated with a single event button located on the front of the device, so an officer can easily reach it with one hand.

The solution supports a Dock & Walk Workflow. At the end of a shift, officers insert their cameras into the Axon Dock. The dock charges the cameras and updates firmware, while securely uploading videos.

FEATURES & BENEFITS

- HD Video: The industry's best low-light video records in 1080p HD
- Full-shift Battery: Lasts for a full shift (over 12 hours)
- Configurable Pre-Event Buffer: Capture up to 2 minutes before an event
- Dual-Channel Audio: Camera records two audio channels
- Axon Signal Wireless Activation: Cameras start recording automatically based on pre-defined triggers
- Optional Mute: Disable audio in the field to support dual-party consent
- Mobile Applications: Tag and replay videos from the field with Axon View
- RapidLock Mounts: Versatile mounts are designed for versatility and comfort, while keep the camera steady

TECHNICAL SPECIFICATIONS

- Field of View: 143 Degrees
- Recording Capacity: Up to 70 Hours Depending on Resolution
- Video Quality: 30 frames per second; resolution spanning 480p - 1080p
- Battery: Rechargeable lithium-ion polymer battery (3000 mAH capacity)
- Weather Resistance: IEC 60529 IP67 (dust, water); MIL-STD-810G (Salt fog)
- Humidity: 95% non-condensing
- Operating Temperature: -4 °F To 122 °F [-20 °C To 50 °C]
- Rugged: Drop tested from up to 6 Feet – camera is housed in high-impact polymer

AXON FLEX 2

The Axon Flex 2 is a point-of-view camera that provides multiple options for wearing the camera to suit your officers' needs in the field. The 120° field of view lens captures events as experienced by the wearer.

The camera is connected to a controller, which houses the battery, with one cable. The Axon Flex 2 camera can be mounted on Oakley Flak Jacket® glasses, ball caps, uniform collars and epaulettes, a lowrider headband, on a vest, and motorcycle

and SWAT helmets.

The solution supports a Dock & Walk Workflow. At the end of a shift, officers insert their cameras into the Axon Dock. The dock charges the cameras and updates firmware, while securely uploading videos.

AXON FLEX 2 FEATURES & BENEFITS

- HD Video – The industry's best low-light video records in 1080p HD
- Full-shift Battery – Lasts for over 12 hours covering an entire shift
- Configurable Pre-Event Buffer – Capture up to 2 minutes before an event
- Dual-Channel Audio: Camera records two audio channels
- Axon Signal Wireless Activation – Cameras start recording automatically based on pre-defined triggers
- Optional Mute – Disable audio in the field to support dual-party consent
- Mobile Application – Tag and replay videos with the Axon View mobile app
- RapidLock Mounts – The system uses versatile mounts designed for versatility and comfort, while keep the camera steady

TECHNICAL SPECIFICATIONS

- Field of View – 120 degrees
- Recording Capacity – Up to 70 Hours depending on resolution
- Video Quality – 30 frames per second; resolution spanning 480p to 1080p
- Battery – Rechargeable lithium-ion polymer battery (3600 mAh capacity)
- Weather Resistance – IEC 60529 IP54 (dust, rain); MIL-STD-810G (Salt fog)
- Humidity – 95 percent non-condensing
- Operating Temperature – -4° F to 122° F [-20° C to 50° C]
- Drop Test – Up to 6 feet; devices are housed in high-impact polymer
- Dimensions – Controller: (D1) 0.94 in, (D2) 1.14 in, (W) 2.45 in, (H) 3.0 in; Camera: (L) 2.9 in, (H) 0.75 in, (W) 0.74 in
- Weight – Controller: 4.4 oz., Camera: 0.88 oz

AXON FLEET

Axon Fleet integrates effortlessly with Axon body-worn cameras to optimize functionality and utilizes software driven features to minimize the costs and constraints of excessive hardware components. Axon Fleet 2 is more than just a dash camera; it's part of a powerful platform that connects mobile, cloud, and wearable technologies. The cameras feature wide-angle lenses and HD video to ensure top quality recording.

Axon Fleet includes front and back cameras with features like infrared and zoom. And it offers you things you don't always associate with in-car systems, like simple pricing, over-the-air updates so you never have to worry about manual work, and integrations with Axon's body cameras and evidence management system to save you time. The rotatable front camera's low-profile design and improved mounting maximizes the officer's field of view and provides clear, stable video. Its digital zoom makes license plates readable at up to 30 feet.

Axon solutions simplify your existing processes. As part of the Axon platform, Axon Fleet works seamlessly with Axon body cameras and Axon Evidence to capture the full story. Once uploaded to Axon Evidence, you'll get the full account of an incident by viewing multiple time-synchronized videos on one screen. Securely share and track digital evidence across public safety stakeholders with smart features such as redaction, digital verification, and audit logs.

Axon Fleet includes handsfree camera activation via Axon Signal technology with configurable triggers, including such as light bar activation, door, vehicle speed, acceleration, crash and weapon rack. Focus on the task at hand and spend less time managing technology.

Fleet 2 doesn't include a DVR, saving you precious space in your vehicle. Stream, tag, and replay any camera's videos, plus write notes and upload footage, right from your MDT with the Axon View XL application.

You won't need to spend time categorizing videos - with Auto-Tagging, all Fleet and Axon body camera videos will be tagged automatically using data from your CAD or RMS system.

Multicam playback allows videos that were recorded by different body-worn and in-car cameras (in the same location and time) to be played back together in Axon Evidence, allowing users to view an incident from multiple vantage points. Since each video can have its own audio feed, the audio selector in the center of the media player controls is used to select which audio track is used during playback.

Axon body-worn and in-car cameras work either as standalone devices or in conjunction with one another. The two systems integrate seamlessly, extending the

overall capabilities of the Axon Evidence ecosystem. This cross functionality allows users to categorize and label video on both Fleet and body cameras from the Axon View XL software application. When uploaded to Axon Evidence metadata added in the field is ingested with the video files.

AXON INTERVIEW

The needs of our law enforcement customers guide our work, as is clearly illustrated in the design of Axon Interview, our in-precinct evidence capture solution. We have found that the challenges faced by our customers center around three things: the quality of evidence captured, the ease of managing that evidence, and the security of data storage and backup.

There is no discounting the importance of quality when it comes to digital evidence capture. Axon and the interview room development team spent countless hours designing a solution to deliver technology that doesn't compromise on quality for the sake of cost or usability. Our cameras are offered in several overt and covert configurations to capture multiple perspectives, and each one will give you the detail and reliability required by your stakeholders for your digital evidence.

The technology infrastructure of the Axon Interview solution is Axon Evidence, a cloud-based digital evidence management software accompanied by built-in onsite redundancy for even more peace of mind. All you need to access a comprehensive evidence management toolkit is an internet browser. Axon Evidence offers powerful data searchability, integrated redaction, transcription services, automatic retention period assignment, unlimited categories, configurable user profiles, and many other advanced features. All activity is tracked by a full audit trail in the CJIS-compliant Axon Evidence platform.

Axon Evidence makes interview recordings more accessible to your agency users, which makes your users more productive. Your evidence can now be uploaded, viewed, clipped, redacted, and shared by any authorized user. You can also live stream from up to four cameras at the same time.

Security is the most important part of managing your evidence. Chain of custody considerations require that your selected technology solution work for you, not against you. The Axon Interview solution keeps your evidence data secure, from capture to courtroom.

Onsite data redundancy ensures that your cameras never miss a moment of critical evidence. Axon Interview leverages your agency's local network to record interviews, using two recording servers. Once the interview is done, the footage will automatically trigger offload to Axon Evidence. Within Axon Evidence, your evidence will be available for your management, retrieval, and sharing within our CJIS-compliant infrastructure.

ACCESSORIES

AXON BODY 3 DOCK

The Axon Body 3 Dock provides a network connection for Axon Body 3 cameras to Axon Evidence, so the cameras can upload evidence and download camera updates. While information is securely transferred to your organization's account, the dock also recharges the camera's battery.

The Axon Body 3 Dock only functions as an Ethernet adapter, an unmanaged network switch, and charger. This allows any Axon Body 3 camera to be docked in any Axon Body 3 Dock, and still connect to your Axon Evidence account to upload video.

There are two types of Axon Body 3 Docks; a 1-Bay and an 8-Bay version.

AXON BODY 2 DOCK

The Axon Body 2 Dock provides a network connection for Axon Body 2 cameras to Axon Evidence, so the cameras can upload evidence and download camera updates. While information is securely transferred to your organization's account, the dock also recharges the camera's battery. At the conclusion of an officer's shift, they will place their Axon camera into the Axon Dock.

- All communication between the dock and Axon Evidence will be conducted over 256-bit AES encryption.
- A SHA-2 cryptographic hash function is applied to each MP4 video captured; this functions as a digital fingerprint for each video captured.
- As the MP4 video file is uploaded, it is broken into small blocks of data. At the completion of each block uploading, a SHA-2 hash function is applied to ensure authenticity and that data has uploaded in its entirety.

- In the event of an internet service interruption, the upload will resume at the last successful block. This includes if an officer must remove their Axon camera from the Dock mid-upload.
- At the completion of the upload, the same method that was used to validate the blocks, a contiguous checksum of the entire file will be evaluated to ensure that the MP4 file has been uploaded successfully and identical to when it was recorded.
- The SHA-2 cryptographic hash function is applied to ensure authenticity and that the complete file has uploaded.
- Once files are verified, they are deleted from the Axon camera.

There are two types of Axon Body 2 Docks; a 1-Bay and a 6-Bay version. Each version comes with a dock core piece, which the bays connect with.

AXON FLEX 2 DOCK

The Axon Flex 2 Dock provides a network connection for Axon Flex 2 cameras to Axon Evidence, so the cameras can upload evidence and download camera updates. While information is securely transferred to your organization's account, the dock also recharges the camera's battery. At the conclusion of an officer's shift, they will place their Axon camera into the Axon Dock.

- All communication between the dock and Axon Evidence will be conducted over 256-bit AES encryption.
- A SHA-2 cryptographic hash function is applied to each MP4 video captured; this functions as a digital fingerprint for each video captured.
- As the MP4 video file is uploaded, it is broken into small blocks of data. At the completion of each block uploading, a SHA-2 hash function is applied to ensure authenticity and that data has uploaded in its entirety.
- In the event of an internet service interruption, the upload will resume at the last successful block. This includes if an officer must remove their Axon camera from the Dock mid-upload.
- At the completion of the upload, the same method that was used to validate the blocks, a contiguous checksum of the entire file will be evaluated to ensure that the MP4 file has been uploaded successfully and identical to when it was recorded.
- The SHA-2 cryptographic hash function is applied to ensure authenticity and that the complete file has uploaded.
- Once files are verified, they are deleted from the Axon camera.

There are two types of Axon Flex 2 Docks; a 1-Bay and a 6-Bay version. Each version comes with a dock core piece, which the bays connect with. The bays contain a slot both for the camera and for the battery.

AXON BODY CAMERA MOUNTS

Axon offers a variety of mounts to suit individual needs. Some mounts are optimized for security in tactical situations (Z-Bracket, Magnet, and Molle Mounts), while others provide more versatility (Shirt Pocket, Clip, and Velcro mounts). The following mounts are designed to be used with the Axon Body 3, the Axon Body 2, or the Axon Flex controller:

- Z-Bracket Mount: The Z-Bracket Mount inserts between the buttons of a shirt. This mount is available in both male and female uniform orientations.
- Magnetic Mount Options: We offer two powerful magnetic mounts to accommodate different uniform attire and give the wearer a broad choice of mounting locations. The Flexible Magnet Mount is intended for lighter-weight uniform shirts, and the Outerwear Magnet Mount is for coats and heavier garments.
- Molle Mount Options: Molle mounts attach to the Molle straps on tactical vests and can withstand >100lbs of retention force. The Single Molle Mount is lighter and more flexible than the Double Molle Mount, which provides more lateral stability.
- Wing Clip Mount: The Wing Clip Mount consists of two pieces that make use of clipping and slot-and-key features to grip the fabric and provide strong retention. The mount is non-magnetic, lightweight, and versatile in placement owing to a hole feature that allows mounting over buttons or zippers. Furthermore, the outer piece can be rotated to the appropriate orientation per surface markings, so that the mount can be worn over single or double layers of fabric. This mount is compatible with a number of type B and C uniforms.
- Shirt Pocket Mounts: We offer the 4" and 6" Shirt Pocket Mounts that attach easily to uniform shirt pockets of various sizes.
- Clip Mount: The Clip Mount is simple in design and easy to fasten. This mount permits numerous mounting locations for non-tactical use.
- Velcro Mount: The Velcro Mount attaches to uniforms and vests with Velcro patches. Note that the back of the mount must be sewn onto or otherwise affixed to the uniform.

The following mounts are designed to be used with the Axon Flex camera portion and offer flexibility:

- Oakley Eyewear Mount: The Flex 2 camera can be attached to Oakley Flak

Jacket® glasses with the Oakley Eyewear Mount. This mount positions the camera at eye-level, designed to capture the officer's direct point-of-view.

- **Ball Cap Mount:** The Flex 2 camera can be worn with officer headgear, including ball caps, using the magnetic Ball Cap Mount. One magnetic clip is placed on the inside of the cap while the rest of the assembly overlaps on the outside, held securely in place by magnetic force. The camera clips into the outer assembly and sits near the officer's eye-level.

- **Lowrider Headband Mount:** The Lowrider Headband Mount is a comfortable frame that wraps around the back of the head with a Flex 2 camera clip mounted on the front end. Like the Oakley Eyewear Mount, the headband places the camera at eye-level to capture an officer's true perspective of events.

- **Collar Mount:** The Collar Mount consists of a magnetic clip with an attached Flex 2 camera clip and a metal collar support bar designed to wrap underneath the collar (around the back of the neck) for stability. The magnetic clip attaches to the shirt collar to mount the camera above shoulder-level.

- **Epaulette Mount:** If an officer's uniform shirt has epaulettes, the Flex 2 camera can attach to the shirt with the Epaulette Mount. The mount can be positioned to place the camera above or below the epaulette to capture the desired perspective.

- **Over Vest Mount:** The Over Vest Mount attaches to vests worn in the field. In tactical situations, this mount provides the same level of stability and accessibility as the epaulette mount.

- **Helmet Mount:** The Helmet Mount attaches the camera to most smooth, hard surfaces, like helmets, using a suction mechanism. The mount can be placed anywhere on the gear that can achieve suction.

- **SWAT Mount:** SWAT officers know better than anyone that body-worn cameras can be knocked off in highly physical situations. That's why we've developed a mount that secures the full Axon Flex 2 system to a SWAT officer's helmet and arc rails and holds true through intense, highly active incidents. With the SWAT Mount, the Flex 2 camera and controller both attach to the SWAT helmet, consolidating the system on the helmet and avoiding any interference with other gear.

AXON SIGNAL

Axon Signal technology enables Axon cameras to sense nearby events and start recording.

The Axon Signal Vehicle Unit (ASV)—a device installed in the patrol vehicle—broadcasts a beacon to Axon cameras in range when specific events are reported. ASV is included as part of the Axon Fleet in-car solution but can be purchased by separately by agencies if they desire. The following vehicle triggers can be configured by the system to begin recording:

- Light bar/siren activation
- Door sensor
- Exceeding a specified speed
- Rapid acceleration
- Crash detection
- Removing a weapon from the vehicle rack

In addition to the ASV, we offer the following Axon Signal products:

- **Axon Signal Performance Power Magazine (SPPM)** – The SPPM is an accessory (battery) for TASER conducted energy weapons (CEWs). Using Axon Signal technology, the SPPM activates cameras when the CEW is armed, the trigger is pulled, or the arc is engaged. CEWs are not a part of the scope of this RFP, but as the SPPM integrates with the Axon video solutions, it is being included to ensure our offering meets all Member needs.

- **Axon Signal Sidearm** – This easy-to-install smart sensor accessory attaches to the outside of most sidearm holsters and activates if a sidearm is removed from the holster. The action of drawing your weapon will trigger surrounding cameras to start the recording process, thus eliminating manual manipulation. That way, your officers can be confident truth and transparency are being upheld through video and audio documentation.

The benefits of Axon Signal products include:

- **It's easy** – Record events without lifting a finger. This keeps officer focus on critical incidents.
- **It tells a story** – Collect key information about incidents, from the triggers that activate your camera to the video evidence captured on scene.
- **It's reliable** – Choose the triggers that activate your camera, so recording starts when your policy says it should.

Axon Signal technology integrates seamlessly into your routine, so you don't have to worry about manually recording, whether you're driving your vehicle, using a TASER CEW, or drawing your firearm.

9	What are your company's expectations in the event of an award?	Upon notification that Axon has been awarded, we will work expeditiously to complete contract negotiations with Sourcewell. Due to the nature of contract negotiations, an exact timeframe cannot be provided. Once a contract is in place, Axon will begin marketing efforts to promote the Sourcewell Cooperative. We understand the projected value of USD\$35 Million. However, we understand that this is projected only, and is not guaranteed. Overall, we hope to partner with Sourcewell to bring our industry-leading law enforcement solutions to more customers by using your cooperative to make the procurement process easier and more transparent for purchasers.	*
10	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 publicly traded company; all financial information is available at http://investor.axon.com. NET SALES - Net sales were \$420 million and \$343.8 million for the years ended December 31, 2018 and 2017, respectively, an increase of \$76.2 million. - Net sales were \$343.8 million and \$268.2 million for the years ended December 31, 2017 and 2016, respectively, an increase of \$75.6 million or 28.2%. - Net sales were \$268.2 million and \$197.9 million for the years ended December 31, 2016 and 2015, respectively, an increase of \$70.4 million or 35.6%. - Net sales were \$197.9 million and \$164.5 million for the years ended December 31, 2015 and 2014 - an increase of \$33.4 million or 20.3%. NET INCOME Our net income decreased by \$12.1 million to \$5.2 million for the year ended December 31, 2017 compared to \$17.3 million in 2016. Net income per basic and diluted share was \$0.10 for 2017 compared to \$0.33 and \$0.32 per basic and diluted share, respectively, for 2016. Our net income decreased by \$2.6 million to \$17.3 million for the year ended December 31, 2016 compared to \$19.9 million 2015. Net income per basic and diluted share was \$0.33 and \$0.32 for 2016, respectively, compared to \$0.37 and \$0.36 per basic and diluted share for 2015, respectively. Our net income was \$19.9 million for the years ended December 31, 2015 and 2014. Net income per basic share was \$0.37 and \$0.36 per diluted share, respectively, for 2015 compared to \$0.38 and \$0.37 per basic and diluted share, respectively for 2014. Additionally, we have included our Q3 2019 SEC Quarterly Report and 2018 audited financials in the document upload section. These are the most recently available reports as of this submission.	*
11	What is your US market share for the solutions that you are proposing?	In 2018, Axon held an estimated 22.6% of the US and Canadian market share for police and law enforcement body worn cameras, in-car video, and digital evidence management. Our US market share and Canadian market share are grouped together by IHS Markit, who provided the 2018 report on which this response is based. Axon is bidding or has won every major city deal in the U.S. market with our Axon body-worn camera platform. Since market adoption is moving very rapidly and many agencies are in trial currently, it's very difficult to say what our market share is specifically; but we are certainly the leader in body-worn camera solutions in the United States. Globally, Axon currently works with over 7,500 agencies and has over 397,800 users on our platform.	*
12	What is your Canadian market share, if any?	In 2018, Axon held an estimated 22.6% of the US and Canadian market share for police and law enforcement body worn cameras, in-car video, and digital evidence management. Our US market share and Canadian market share are grouped together by IHS Markit, who provided the 2018 report on which this response is based. Axon is actively engaged in the Canadian market; however, we see adoption lagging the U.S. We anticipate our share to be very strong there in the long term. Axon offers a unique full ecosystem solution that will continue to lead the market. Globally, Axon currently works with over 7,500 agencies and has over 397,800 users on our platform.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Axon has never petitioned for bankruptcy protection.	*

14	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. 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.
15	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 (P-ATO) 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. 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.

16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Axon has not been suspended or disbarred in the past ten years.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our included pricing is split into the following subcategories: Axon Flex 2 Camera Hardware and Accessories, Axon Body 2 Camera Hardware and Accessories, Axon Body 2 Camera and Flex 2 Controller Mounts, Axon Body 3 Camera Hardware and Accessories, Axon Signal Hardware and Services, Axon Fleet 2 Package, Axon Fleet 2 Cradlepoint Router Bundle, Axon Fleet 2 Wireless Offload Servers and Installation, Axon Fleet 2 Installation and Professional Services, Axon Interview Room, Axon Dock Hardware, Customer Care Extended Warranty, Axon Evidence Services, and Axon Professional Services.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	- In 2017 Axon won Best Companies AZ 100 Best Arizona Companies Winners List under the Star category: At the height of their powerful success, these companies are masters of their fields, inspiring confidence in customers and employees alike. - TASER won AZ Big Media's Ranking The Best of Arizona Business first place for "Products Made in Arizona" category for the 2017 edition of Ranking Arizona - In 2016, the TASER CEO won the OneNeck IT Solutions Lifetime Achievement Award during the 13th annual 2016 Governor's Celebration of Innovation Awards (GCOI) presented by Avnet - In 2015, TASER announces its largest camera order to date – the London Met will deploy 22,000 body-worn cameras - In 2015, TASER is named in Fortune magazine's list of Fastest Growing Companies in 2015 - In 2015, TASER and Microsoft Azure announce partnership to deliver cloud platform for Law Enforcement	*
19	What percentage of your sales are to the governmental sector in the past three years	In the past three years, approximately 5% of our video solution sales were to the federal/military sector.	*
20	What percentage of your sales are to the education sector in the past three years	In the past three years, approximately 6% of our video solution sales were to the education sector.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	- NASPO (*was not in effect until Q1 2017): \$37,618,180 - National IPA/Omnia Partners: \$37,848,888 - National Procurement Partners: \$60,017,370.59 - Charlotte Cooperative Purchasing Alliance: \$13,102,684 - Texas BuyBoard: \$43,191,589 - State of Maryland: \$4,830,002 - State of Minnesota: \$4,487,809 - State of New Jersey: \$3,623,496 - State of Pennsylvania: \$2,781,531 - Texas DIR: \$21,294,418 Please note the dollar amounts represent the total contract value. Since most Axon sales are for a five-year term, the below values represent the overall contract value of a five-year period and are not fully indicative of sales over the last 3 years.	*
22	List any GSA contracts 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 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name *	Contact Name *	Phone Number *	
Burbank Police Department, California	Jason Miller	818-238-5096	*
Gilbert Police Department, Arizona	Noah Baker	480-635-7326	*
Avondale Police Department, Arizona	Lt. Mathew Hintz	623-333-7302	*

Table 5: Top Five Government or Education Customers

Line Item 24. 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 *	
Chicago Police Department	Government	Illinois - IL	8,500 body-worn cameras, 5,000 CEWs	\$40 - \$38M	\$73M	*
Philadelphia Police Department	Government	Pennsylvania - PA	8,100 body-worn cameras, 2,700 CEWs	\$40 - \$10M	\$24M	*
Los Angeles Police Department	Government	California - CA	8,700 body-worn cameras, 6,700 CEWs	\$40- \$500K	\$5M	*
San Antonio Police Department	Government	Texas - TX	4,900 body-worn cameras, 1,600 CEWs, 6 Interview Cameras	\$30 - \$300K	\$3M	*
San Francisco Police Department	Government	California - CA	4,800 body-worn cameras	\$20 - \$1.5M	\$2M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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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25	Sales force.	Axon directly employs approximately 161 employees in our Sales organization. Some sales representatives work from our main office in Scottsdale, AZ while others work throughout the United States and globally. 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. 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. Throughout the day, they meet 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.
26	Dealer network or other distribution methods.	Axon partners with distributors in limited situations. These distributors are not employees of Axon Enterprise, and therefore we do not know their company employment numbers. Within the United States, we work with a small number of distributors to sell our CEWs, which are not a part of the scope of this RFP. These distributors do not sell our Axon video solutions, which are included in the scope of this agreement. In Canada, we partner exclusively with MD Charlton to sell and service CEWs, which are not included in the scope of this RFP. There is some overlap between sales and service function in this case, as MD Charlton assists Axon with processing repairs.

27	Service force.	CUSTOMER 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 Manager (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. As a whole, the Axon Support organization directly employs approximately 96 individuals.
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28	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.	Axon has a full customer service and support division; live phone support is available 24 hours a day, seven days a week. For technical or Customer Support assistance, you may contact a customer service representative at 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. Axon's Customer Service team resolved 89.78% of all inquiries and issues in under 24 hours in Q3 of 2019. The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. On average, problem resolution was reached on the initial call or email 95.86% of the time in Q3 2019. Please note that resolution time may vary depending on circumstances. 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.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Axon is able to serve the entire United States and Canada through the proposed contract.	*
30	Identify any Sourcewell Member 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 service all Sourcewell Member sectors covered by the proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements or restrictions that apply to Members in Hawaii and Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	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.	At this time, Axon does not conduct any marketing efforts specifically related to cooperative contracting. Axon promotes the use of cooperative contracts to its salesforce by utilizing training, webinars, and other internal resources.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use technology and digital data to understand our audiences – broken out by users we have identified as well as anonymous users. The goal we're trying to achieve is converting our paid users to owned users through multiple technologies, such as retargeting, remarketing, email, social media, referral sites, search, and directory sites. We do not sell any user data to 3rd parties. By acquiring this data, we are able to find patterns and "look-a-likes" to better predict user flows and marketing efficiency.
34	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. If awarded a Sourcewell contract, Axon would take the following steps to integrate the contract into its sales process: • Announce the award to Axon's US and Canadian sales teams • Add the contract information to Axon's Customer Relationship Management (CRM) tool, Salesforce.com, so that sales reps can easily see all pertinent data • Add information on the contract to upcoming new hire sales trainings
35	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.	Our ecommerce site requires an authorized login and purchase eligibility to access. The platform is intended to make ordering faster, easier, and more efficient. We allow authorized customers to pay by credit card and Purchase Order (when authorized by both agency and Axon to purchase via Purchase Order/invoice). The site customizes product visibility and includes contracted pricing for each agency. The ecommerce site acts as another 'ingestion point' for orders. After the order is placed, it is processed as any other order would. As of today, the ecommerce site only supports the sale of hardware and warranties. We are looking to expand the Axon products we can support drastically within the next year and are also looking to support extended warranties and contracts. The ecommerce site is an added asset to our customers and can enable customers to order items quickly if the sales representative or customer success manager is traveling. The ecommerce team can assist on nearly anything (RMA, invoice questions, contract questions, product questions, tax exemption, etc.) and for all inquiries outside our skill sets, we can ensure your questions get directed to the proper resource quickly.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Axon can help Sourcewell members maximize their Axon investment with comprehensive implementation. The Axon Professional Services team consists of a group of highly skilled individuals with in-depth knowledge of all Axon products and Axon Evidence functionality. The full-service professional services package includes a Project Manager who will create a custom project plan to fit the member's needs. Each Professional Services package addresses the vital elements of an agency's solution, starting with system structure and configurations before moving to topics relating to device use and functionality. We have included all our Professional Services offerings in the scope of this Cooperative. Axon sales representatives can help individual members evaluate what plan is right for them during their purchase. Costs are detailed in our price sheets. There are other benefits with the Axon Professional Services offering, such as subject matter experts who consult on best practices for the set-up, configuration, policy and overall program performance for your deployment. These services are optional. However, an agency's program success is three times greater when Professional Services has rendered on-site support, compared to when agencies don't utilize the offering. Our Professional Services Managers focus entirely on on-site and off-site training. Our experienced team can train everyone from officers, administrators, armorers, supervisors, detectives and even prosecutors. During the initial phase of the implementation process, Axon's Professional Services team will assist with the following tasks: • System Set Up and Configuration • Configure categories & custom roles • Troubleshoot IT issues After An initial, limited number of key users, armorer(s) and system administrator(s) should be trained. The size of this contingent depends on agency size or size of the planned full deployment. These officers will serve a number of roles, including final confirmation of system functionality and performance. They will likely provide useful feedback on any localized issues that had not been previously identified. They will provide a demonstration and information platform for their co-worker/future user officers. They typically become a resource when newer users are activated and require training or assistance. Regarding Axon Evidence training, the agency administrator is the starting point for defining security settings, creating custom roles and setting permissions, adding users (User, Administrator, Armorer or any other custom roles), reassigning devices, creating categories and setting retention policies, and several of the other administrative features of the Axon Evidence services. Our team will provide step-by-step explanations and assistance for agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence. Administrators should attend all the training sessions that are decided upon. We will then provide Axon instructor training with the goal of educating instructors who can support the agency's subsequent training needs. Although the cameras, in-car systems, and interview room solution themselves are simple in design and use, a proper introduction to hardware and workflow is essential. The Professional Services training offering provides different options for training, depending on the level of detail and time necessary for users. Axon believes in the philosophy of "Smart Small, Test, Assess, Correct, Go Big". Deploy the key users. Make sure the way you've configured your system integrates smoothly into your workflow. Assess readiness based on evaluation and feedback and make any necessary adjustments. Once you've taken these steps, you're ready to schedule the rest of your user training. During on-site training, our Professional Services team also will provide the member with training documentation, which can be used in future training sessions.
37	Describe any technological advances that your proposed products or services offer.	As a company that strives to advance the efforts of public safety through technology whenever possible, Axon builds each product to be advanced and cutting-edge in its capabilities. Details for each product are provided under the headers below. AXON EVIDENCE Axon Evidence's cloud-based infrastructure means that Sourcewell members do not need to devote personnel to on-premises equipment, maintenance or extensive infrastructure improvements over time. You'll remain on the cutting-edge of evidence management technology with minimal investments in staff and time. • Instantly scale: Your computing power and storage scale automatically, growing with you as you need them. • Instantly share: Your evidence is easily and securely shared with stakeholders (prosecutors, partner agencies, etc.) through the internet, preserving resources which normally would be consumed by manual processes. • Instantly upgrade: Your system receives automatic monthly updates from Axon to deliver the latest features, functionality, and security advances with no effort from your agency. • Guarantee security: Your system maintains compliance with the world's most rigorous

security standards through ongoing reviews of and upgrades to Axon Evidence's intensive security protocols, which leverage resources from Axon and Microsoft.

- Prevent system failure: Your data is always available because of robust and automated disaster recovery coupled with multiple, geographically separate storage locations.
- Ensure accessibility: Your evidence is always accessible from any device with an internet connection and standard browser subject to IP restrictions dictated by the agency.
- Integrations: Axon Evidence supports integration with Active Directory and Single Sign-On (SSO) allowing users to log in with their agency credentials and uses your network to authenticate users.

Additionally, Axon Evidence is easy to use, with a simple but feature-rich interface and intuitive layout. The dynamic interface automatically adjusts to accommodate a user's role, so they only see what you want them to see, greatly simplifying the user experience.

Axon Evidence integrates with Axon Capture, our free mobile application. Axon Capture streamlines the evidence collection process by harnessing the power of the modern phone to capture digital evidence. Until today, officers have had two options: sacrifice security for convenience, or convenience for security. The application was built specifically for law enforcement to allow officers to capture digital evidence right from the field. The app eliminates the need to carry three separate devices for photo, video, and audio recording. Metadata including ID, titles, evidentiary categories and GPS coordinates can be added to any recordings and synced to your agency's Axon Evidence account right from the scene. Officers can upload files from smartphones in the field to their agency's Axon Evidence account over a data connection or Wi-Fi.

Axon Evidence features Axon Citizen, which is available to Pro-level users of the system. Axon Citizen for Officers facilitates quick, simple, and secure digital evidence collection from individual witnesses. Officers can issue invitations for Axon Citizen evidence submissions through the Axon Capture mobile application or Axon Evidence (via a text message or email). This invitation can include the incident ID, category, and a brief description of the incident. Invitations contain a single-use link through which a witness can upload evidence files for the issuing officer's review. This allows officers to collect information from the public in an efficient manner and associate it correctly with the corresponding GO numbers (applicable to Canadian members) to reduce the volume of unstructured data collected from the public.

Axon can also assist with integrating your CAD or RMS system with Axon Evidence. This allows the system to automatically categorize videos based on the correlated event metadata captured by the respective system. The solution is provider agnostic; categories are queried directly from the database, effectively bypassing the CAD or RMS front-end interface. This automated process does not require an officer to connect a body-worn camera to a computer or smartphone. Any system with an accessible back-end database (SQL DB, etc.) can be integrated with the Axon solution. Often, these reports are already pulled for crime statistics reporting. Auto-Tagging enables automatic tagging of Axon videos with the correct corresponding metadata from the CAD or RMS system. Automatic retention is accomplished through categorization mapping.

Multicam playback in Axon Evidence allows videos that were recorded by different body-worn and in-car cameras (in the same location and time) to be played back together, allowing users to view an incident from multiple vantage points.

Axon Evidence features a full redaction suite natively within the application allowing users with permission the ability to redact what can be seen and heard in video evidence files. Axon Evidence never alters the original video evidence file when you create a clip or a redaction. Note that video redaction is a feature available with Pro Axon Evidence licenses (not available with Basic licenses).

Axon Evidence offers manual redaction (including video and audio), automated redaction and skin blurring redaction. Additionally, a bulk redaction feature is also available to assist with completing FOIA requests.

Available with the Officer Safety Plan (OSP 7+ bundle), Redaction Assistant is a powerful add-on to the standard Axon Evidence Redaction Studio. Redaction Assistant speeds up the redaction process by automating redactions for common objects like faces, license plates, and video screens (e.g., MDT screens). As the results come through in real-time, you can review the redactions—or simply wait to view the results when you're done with other tasks, since Redaction Assistant will stay running even when your computer is off. Redaction Studio allows users to review and approve or discard redaction masks added by Redaction Assistant to ensure videos are edited properly.

Redaction Assistant is Axon's first fully AI-powered product, and our AI Ethics Board has been engaging with us throughout the research and product development process. As a productivity tool that will make law enforcement more efficient and transparent with the public, our experience with launching Redaction Assistant will guide the development of our future AI products.

AXON BODY 3

The Axon Body 3 is our latest, most advanced body-worn camera offering to date. The Axon Body 3 utilizes a new image sensor and improved microphones to provide the highest quality evidence, especially in low-light environments, with a 146.4° field of view. Enhanced device intelligence and Axon Signal wireless activation allows officers to focus on the situations at hand. New security features provide greater device security for data on the camera, whether in transit or in the case the camera is lost or stolen. The solution allows for faster offload and recharge in comparison to other products on the market, and even supports upload during recording.

An audio algorithm developed in partnership with Nokia dramatically improves the audio captured by the Axon Body 3 camera, compared to its predecessor. We use sophisticated on-board audio processing (Nokia Ozo-based) to conduct wind noise reduction, calculate automatic gain control, and produce a high-quality stereo audio recording. The Axon Body 3 also utilizes advanced low-light technology. A lux rating indicates low-light perception capability, or the level of light required to see an object. The camera has a lux rating of < 0.1 lux; the human eye has a lux rating of approximately 0.1 lux. Additionally, an algorithm designed to minimize blurring in fast-moving, low-light environments ensures high-quality videos.

Battery life has been improved with the Axon Body 3. When a fully depleted battery is recharged using the Axon Dock, the recharge time for 12+ hours of buffering mode is approximately five hours. It should be noted, however, that the battery is designed to last a full 12+ hour shift, and it is unlikely that the battery will fully deplete after one use. Charging a fully depleted battery for approximately three hours will provide an 80% charge. The battery is removable, replaceable, and recyclable.

The camera has four video quality settings with a minimum video resolution of 480p and a maximum video resolution of 1080h. The video resolution, encoding bit rate, frame rate, and video encoding format impact the size of files captured at each setting. The device has 64 GB of non-removable storage to house captured video files. Recording capacity and associated settings are:

- The 480p resolution setting captures video at a rate of 0.9 GB per 60 minutes of video. This setting supports storage of over 46 hours of video.
- The 720l resolution setting captures video at a rate of 1.2 GB per 60 minutes of video. This setting supports storage of approximately 38 hours of video.
- The 720h resolution setting captures video at a rate of 2.0 GB per 60 minutes of video. This setting supports storage of approximately 25 hours of video.
- The 1080h resolution setting captures video at a rate of 4.5 GB per 60 minutes of video. This supports storage of approximately 11 hours of video.

The Axon Body 3 camera integrates with real-time situational awareness technology (Axon Aware), allowing the camera to offload video remotely, live-stream video and audio, and send alerts in real time. The camera is connected to LTE - similar to a cell phone - and can livestream to Axon Evidence instantaneously so that authorized supervisors, incident commanders, real-time crime centers or other designated resources have better information from the field. This LTE capability also opens the door for a wide variety of potential future features, including critical evidence offloading from the field, "find my camera" locator functionality, and much more that will be added in future firmware releases. Other Axon Aware features include real-time alerts and notifications, including gunshot detection.

Imagine a scenario where an officer radios dispatch to inform them that they are struggling with a suspect. With Axon Aware, those not on the scene can view the live footage from the officer's body camera, to gain situational awareness (which is useful for sharing with officers providing backup). If the suspect returns to their vehicle and speeds away, the remote viewer can access previously recorded footage and capture an image of the suspect's vehicle or license plate. This image can then be sent to other officers in the area for BOLO alerts.

The Axon Body 3 camera has an embedded GPS chip that sources location data from the device (similar to a cell phone). Additionally, the cameras can log geolocation data by pairing via Bluetooth with a GPS-capable smart device. Axon View, Axon's free mobile application, allows officers to pair their cameras to their smart devices (e.g., iPhones or Android smartphones) in the field. A paired smart device determines its real-world geographic location and securely transmits the geolocation information to the Axon camera. The camera then embeds the information automatically as metadata associated with the video file.

AXON BODY 2

The Axon Body 2 camera's self-contained design requires no external wires that might interfere with an officer's activities. Multiple mounting options require no alteration to uniforms and allow officers to adjust the camera's position. The device's durability, full-shift battery life, configurable pre-event buffer, and intuitive controls provide officers an effective and reliable evidence capture tool in the field.

The Axon Body 2 camera features an industry-leading continuous recording time of 12 hours at 480p and 720p, and 10 hours at 1080p. The cameras are optimized for every power

consideration to achieve the battery life necessary to support this invaluable capability. GPS data can be captured and stored with each video file by pairing via Bluetooth with a GPS-capable smart device. Axon View, Axon's free mobile application, allows officers to pair their cameras to their smart devices (e.g., iPhones or Android smartphones) in the field. A paired smart device determines its real-world geographic location and securely transmits the geolocation information to the Axon camera. The camera then embeds the information automatically as metadata associated with the video file. When uploaded to Axon Evidence, the system analyzes and retrieves geolocation information from the video files. A mapping function within Axon Evidence then displays in the interface the location of the camera at the time of video capture

AXON FLEX 2

The Axon Flex 2 camera captures events from the officer's perspective. Connected by a single cable to a controller, the camera components do not interfere with an officer's duties. The Axon Flex 2 system offers a wide variety of mounts; the camera can be worn at or near eye-level, and the controller is worn on the torso or beltline for easy access to controls. The device's durability, full-shift battery life, configurable pre-event buffer, and intuitive controls provide an effective, reliable evidence capture tool.

The Axon Flex 2 camera features an industry-leading continuous recording time of 12 hours at 480p and 720p, and 10 hours at 1080p. The cameras are optimized for every power consideration to achieve the battery life necessary to support this invaluable capability. GPS data can be captured and stored with each video file by pairing via Bluetooth with a GPS-capable smart device. Axon View, Axon's free mobile application, allows officers to pair their cameras to their smart devices (e.g., iPhones or Android smartphones) in the field. A paired smart device determines its real-world geographic location and securely transmits the geolocation information to the Axon camera. The camera then embeds the information automatically as metadata associated with the video file. When uploaded to Axon Evidence, the system analyzes and retrieves geolocation information from the video files. A mapping function within Axon Evidence then displays in the interface the location of the camera at the time of video capture

AXON FLEET

Axon solutions simplify your existing processes. As part of the Axon platform, Axon Fleet works seamlessly with Axon body cameras and Axon Evidence to capture the full story. Once uploaded to Axon Evidence, you'll get the full account of an incident by viewing multiple time-synchronized videos on one screen. Securely share and track digital evidence across public safety stakeholders with smart features such as redaction, digital verification, and audit logs.

Axon Fleet includes front and back cameras with features like infrared and zoom. And it offers you things you don't always associate with in-car systems, like simple pricing, over-the-air updates so you never have to worry about manual work, and integrations with Axon's body cameras and evidence management system to save you time. The rotatable front camera's low-profile design and improved mounting maximizes the officer's field of view and provides clear, stable video. Its digital zoom makes license plates readable at up to 30 feet.

Axon Fleet includes handsfree camera activation via Axon Signal technology with configurable triggers, including such as light bar activation, door, vehicle speed, acceleration, crash and weapon rack. Focus on the task at hand and spend less time managing technology.

Fleet 2 doesn't include a DVR, saving you precious space in your vehicle. Stream, tag, and replay any camera's videos, plus write notes and upload footage, right from your MDT with the Axon View XL application.

You won't need to spend time categorizing videos - with Auto-Tagging, all Fleet and Axon body camera videos will be tagged automatically using data from your CAD or RMS system.

Axon body-worn and in-car cameras work either as standalone devices or in conjunction with one another. The two systems integrate seamlessly, extending the overall capabilities of the Axon Evidence ecosystem. This cross functionality allows users to categorize and label video on both Fleet and body cameras from the Axon View XL software application. When uploaded to Axon Evidence metadata added in the field is ingested with the video files.

AXON INTERVIEW

Axon Interview is a state-of-the-art audiovisual recording solution designed for the critical context of the interview room. The Axon Interview solution is revolutionizing interview room technology to give agencies the best of both worlds by providing a local interview room solution that seamlessly integrates with Axon Evidence, Axon's cloud-based, turnkey digital evidence management platform.

The Axon Interview room solution is equipped with one camera and one microphone per room (if desired members can select a two camera per room solution), one touch panel per room, two application servers for redundant recording and all the software required to run the application.

Axon Interview runs on your agency's local network to record interviews. When video

		captured is so critical, your agency cannot trust a straight to cloud platform where a slight loss of connectivity could cause a critical failure. That is why Axon Interview is installed on two recording servers, which both independently and simultaneously grab their own video feed and microphone feed from the source. If one server fails, the second server independently captures everything. Interviews can be streamed from anywhere on your network, and a 24/7 buffering option allows agencies to capture events even when recording is disengaged. Axon Interview is accessed through intuitive touch screen software that allows agencies to configure their policies directly into the solution. Officers login through the touch panel, enter agency-defined metadata, and start the recording. Once the interview is complete, the officer can end recording through the touch panel, this will automatically trigger an offload to Axon Evidence. The video will be available for review once it finishes uploading to Axon Evidence. All the powerful categorization, search, and editing functions available in Axon Evidence are now available for your interview room footage. Instead of managing your own infrastructure and the unpredictable costs of scaling and managing proprietary storage arrays, Axon Evidence offers continual industry best practices and services allowing instantaneous and cost-effective scalability. Axon Interview is an important expansion of the Axon Platform, adding seamless connectivity to the Axon community of connected customers. Axon Interview was purpose-built with the sole commitment of protecting the truth by capturing the interview every time and with the best video quality possible. With Axon's solution, finding that key piece of dialogue takes moments, not hours. Users can bookmark, annotate, and comment on footage in real time. Custom metadata categories allow agencies to organize evidence in a way that works for them. Complete chain of custody is maintained and audio and video masking protects attorney-client privileges and ensures defensible evidence. Managing interview footage is simple and smart with Axon Interview. OTHER INNOVATIONS Available for both Android and iOS devices, the Axon View mobile application allows officers to playback videos, add tags, and assign a title, ID and categories to a video, while still in the field. Axon View automatically maps video with GPS data and allows real-time tagging of metadata from an officer's smartphone. Before the officer sets foot in the office, the video is assigned and automatically filed under the appropriate retention schedule. Once uploaded to Axon Evidence, the video evidence can be accessed quickly with a simple keyword search. Axon Docks are multi-purpose hubs for your Axon body-worn cameras. Axon Docks upload captured videos to Axon Evidence while they charge your cameras and automatically install device firmware updates.	
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38	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 operates in compliance with ISO 14001, but is not currently certified. 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 the use of Conflict Minerals as well as REACH and ROHAS for our EU interactions.
39	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 recently migrated to a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. Axon does not have any green computing certifications or awards; however, our Infrastructure as a Service provider, has the following practices in place. 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.
40	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.

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	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 effecting 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.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Axon is fully able and willing to provide our products and services to Sourcewell member agencies in Canada.

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 *	
43	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.	*
44	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.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties do not cover the expense of technicians' travel time and mileage to perform warranty repairs.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members 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.	*
47	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 these 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.	*
48	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges or returns. Please see our MSPA for full details.	*
49	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 *	
50	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 30.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Axon does not offer leasing or financing options. Alternatively, Axon offers a provision in its MSPA which allows for cancellation by the agency if sufficient funds are not appropriated.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Axon will process orders Axon will accept from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products. Our Order Entry team enters orders into our CRM, Salesforce. Reports will be maintained and extracted from Salesforce for quarterly reporting to Sourcewell.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members 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 *
54	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. The discount increases as the order quantity increases. Please see question #55 and the document in the pricing materials section for full details.
55	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%
56	Describe any quantity or volume discounts or rebate programs that you offer.	Axon is proposing the following discount schedule based on order quantity. 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%
57	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 sells at the sourced party's MSRP. Discounts may be applied in certain situations on sourced items, on a case-by-case basis.
58	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.	Axon has included all available installation and training options in our pricing. Our sales representatives can discuss options with each Member during the ordering process. We encourage agencies to take advantage of our experienced Professional Services team for installation and training, but it is not mandatory. We offer several options at different price points for agencies at various budgets. If the Member chooses to purchase the Axon router for the Axon Fleet in-car solution, NetCloud and Cradlecare must also be purchased. PRIME NetCloud enables zero-touch deployment and remote management of Multi-WAN branch and in-vehicle routers and IoT gateways. NetCloud Engine enables virtual cloud networking that leverages cloud, Software-Defined Networking (SDN), and Network Function Virtualization (NFV) technologies. Cradlecare includes: • Coverage for all products and services • 12X5 support via email, phone and chat • 24X7 qualified phone support • Advanced Exchange: next day business replacement • Service level targets • Extended warranty for routers for the term of the Cradlecare license • Assigned Enterprise Support Engineer (for deployments of 50 routers or more) • Enterprise engineering resources for network design and best practices implementation • Priority consideration of future feature requests and beta trials

59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are included in our costs.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery are included for Alaska, Hawaii, and Canada.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping through FedEx upon request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	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 Members 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.	Axon utilizes Salesforce.com as its CRM tool and Microsoft Dynamics AX as its enterprise resource-planning tool. When a sales representative provides a customer a quote utilizing the cooperative, the sales representative will select the cooperative contract within Salesforce.com. At the end of the quarter, our Sales Operations team runs a report in Salesforce.com to see all deals that closed the previous quarter for each cooperative that requires reporting. Because a sale could be closed in Salesforce but not actually shipped or invoiced for, we then run that information in Microsoft AX. Microsoft AX allows us to see if the ship date occurred within the reporting quarter and the amount that we invoiced to the customer. Once we have all pertinent data, we put it into an Excel spreadsheet to guide us in reporting the cooperative sales data.
64	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 will pay 2% on the initial shipment or 1% on a multi-year sale.

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	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 takes to update the contract after new products/services are announced by Axon
66	Describe, in detail, the video and recording features as it applies to your products. Examples may include activation, buffering, range, resolution, file transfer, etc.	Axon's solutions include our three current models of body cameras, our in-car camera system, and our interview room solution. Their video and recording features are laid out under the headers below. AXON BODY 3 The Axon Body 3 is a camera system incorporating an audio and video recording device. This camera is designed for use in tough environmental conditions encountered in law enforcement, corrections, military, and security activities. The Axon Body 3 camera is designed to record events for secure storage, retrieval, and analysis to the Axon Evidence service. The recorded events are transferred to your storage solution using the Axon Body 3 Dock. Additionally, the Axon View application enables playback of footage on a smart device for review prior to storing the data. The Axon Body 3 utilizes a new image sensor and improved microphones to provide the highest quality evidence, especially in low-light environments. Enhanced device

intelligence and Axon Signal wireless activation capability allows officers to focus on the situations at hand. The camera can also be activated by a simple double-tap on the large, easily accessible button on the front of the device.

The pre-event buffer captures up to two minutes of video (depending on agency settings) immediately preceding event recording. The pre-event buffer period is configurable in 30-second increments, from 0-120 seconds at 480p and 720p resolutions, and from 0-90 seconds at 1080p. By default, the pre-event buffer is 30 seconds. Audio recording can be disabled during buffered video recording to accommodate agency evidence collection policies. Audio recording is disabled for pre-event buffering by default.

The camera has four video quality settings with a minimum video resolution of 480p and a maximum video resolution of 1080h. The video resolution, encoding bit rate, frame rate, and video encoding format impact the size of files captured at each setting. The device has 64 GB of non-removable storage to house captured video files. The 480p resolution setting captures video at a rate of 0.9 GB per 60 minutes of video. This setting supports storage of over 46 hours of video. The 720p resolution setting captures video at a rate of 1.2 GB per 60 minutes of video. This setting supports storage of approximately 38 hours of video. The 720h resolution setting captures video at a rate of 2.0 GB per 60 minutes of video. This setting supports storage of approximately 25 hours of video. The 1080h resolution setting captures video at a rate of 4.5 GB per 60 minutes of video. This supports storage of approximately 11 hours of video.

The Axon Body 3 is our first camera to integrate with Axon Aware. Axon Aware is our new real-time situational awareness technology. The camera is connected to LTE - similar to a cell phone - and can livestream to Axon Evidence instantaneously so that authorized supervisors, incident commanders, real-time crime centers or other designated resources have better information from the field. This LTE capability also opens the door for a wide variety of potential future features, including critical evidence offloading from the field, "find my camera" locator functionality, and much more that will be added in future firmware releases. Other Axon Aware features include real-time alerts and notifications, including gunshot detection. Additional capabilities will be added over time, and Axon Aware itself will also eventually be incorporated into other Axon products.

Axon Aware features require a separate subscription, of which there are two tiers, Axon Aware and Axon Aware+. The specific capabilities within each tier will evolve over time, but the main difference as it relates to policy development is that the Axon Aware+ tier enables livestreaming from all Axon Body 3 cameras, while the Axon Aware tier does not.

How does Axon Aware work in a real-world situation? In the field, let's say an officer gets a call of a domestic disturbance and begins a recording. Back at the station, a supervisor opens the Aware tab in Axon Evidence; the live map shows the officer's GPS marker and other camera details. As the officer arrives on scene, he is confronted by the DV suspect and broadcasts a quick but incomplete radio call. The supervisor activates livestreaming and sees the hostile suspect advancing on the officer. The officer is notified through feedback on the device that the video is being livestreamed. The supervisor radios backup to respond Code 3 as she also heads to your location. She broadcasts the description of the assailant to dispatch and other responders. Backup arrives in time to help take the suspect into custody without further incident.

The Axon Body 3 also includes a Camera Display, which shows information on camera status and activity. Different information is shown depending on if the Axon Body 3 camera is in the field or in an Axon Dock. If Axon Aware is not enabled, some icons may not be active or displayed. The Status Bar (upper portion of the display) shows the battery capacity, camera pairing information, light status, Stealth mode status, and low battery warnings. The Activity Area (main portion of the display) gives information on camera readiness, recording status, Axon Signal broadcasts, Axon Aware Live Streaming notifications, gunshot detection warnings, and Mute Mode information. At night and in low-light situations, users can use the Select button to backlight the Camera Display. The backlight display can be activated by double-pressing the Select button on the Axon Body 3. This will trigger the Camera Display to light up and remain backlit for two seconds.

The Axon Body 3 also includes new security features, which provide greater device security for data on the camera, in transit, or in the case that the camera is lost or stolen. The solution allows for faster offload and recharge in comparison to other products on the market.

Other features and benefits of the Axon Body 3 include:

- Improved Video: Provides up to 4x better video quality
- Multi-Microphone Audio: Provides ultra-clear audio recording

- Unmatched Durability: Built to withstand extreme weather
- Full-Shift Battery: Never worry about battery life in the field
- Pre-Event Buffer: Configurable up to 120 seconds with optional audio capture
- Advanced Detection & Wireless Activity: Greater device awareness allows for broader camera activation methods
- High Speed Offload & Charging: Offload evidence and charge quickly
- On- Device Encryption
- Advanced Telemetry: Embedded GPS and accelerometer
- Dock: Dock supports offload and charging of up to eight cameras
- Versatile Mounts: New mount keeps the camera secure without magnets or puncturing shirts

AXON BODY 2

The Axon Body 2 was designed specifically for use in tactical policing situations to capture events as seen by the officer. Activation of event recording is simple and accessible, making it easy for officers to operate the device in high-stress situations. Recordings are initiated with a single event button located on the front of the device, so an officer can easily reach it with one hand. The Axon Body 2 can also be activated wirelessly through Axon Signal technology.

The pre-event buffer captures up to two minutes of video (depending on agency settings) immediately preceding event recording. The pre-event buffer period is configurable in 30-second increments, from 0-120 seconds at 480p and 720p resolutions, and from 0-90 seconds at 1080p. By default, the pre-event buffer is 30 seconds. For additional flexibility, a 10-second pre-event buffering option is also available. Audio recording can be disabled during buffered video recording to accommodate agency evidence collection policies. Audio recording is disabled for pre-event buffering by default.

The camera has four video quality settings with a minimum video resolution of 480p and a maximum video resolution of 1080h. The video resolution, encoding bit rate, frame rate, and video encoding format impact the size of files captured at each setting. The device has 64 GB of non-removable storage to house captured video files. The 480p resolution setting captures video at a rate of 0.9 GB per 60 minutes of video. This setting supports storage of over 46 hours of video. The 720i resolution setting captures video at a rate of 1.2 GB per 60 minutes of video. This setting supports storage of approximately 38 hours of video. The 720h resolution setting captures video at a rate of 2.0 GB per 60 minutes of video. This setting supports storage of approximately 25 hours of video. The 1080h resolution setting captures video at a rate of 4.5 GB per 60 minutes of video. This supports storage of approximately 11 hours of video.

The solution supports a Dock & Walk Workflow. At the end of a shift, officers insert their cameras into the Axon Dock. The dock charges the cameras and updates firmware, while securely uploading videos. Videos can also be uploaded via the Evidence Sync desktop client.

FEATURES & BENEFITS

- HD Video: The industry's best low-light video records in 1080p HD
- Full-shift Battery: Lasts for a full shift (over 12 hours)
- Configurable Pre-Event Buffer: Capture up to 2 minutes before an event
- Dual-Channel Audio: Camera records two audio channels
- Axon Signal Wireless Activation: Cameras start recording automatically based on pre-defined triggers
- Optional Mute: Disable audio in the field to support dual-party consent
- Mobile Applications: Tag and replay videos from the field with Axon View
- RapidLock Mounts: Versatile mounts are designed for versatility and comfort, while keep the camera steady

TECHNICAL SPECIFICATIONS

- Field of View: 143 Degrees
- Recording Capacity: Up to 70 Hours Depending on Resolution
- Video Quality: 30 frames per second; resolution spanning 480p - 1080p
- Battery: Rechargeable lithium-ion polymer battery (3000 mAh capacity)
- Weather Resistance: IEC 60529 IP67 (dust, water); MIL-STD-810G (Salt fog)
- Humidity: 95% non-condensing
- Operating Temperature: -4 °F To 122 °F [-20 °C To 50 °C]
- Rugged: Drop tested from up to 6 Feet – camera is housed in high-impact polymer

AXON FLEX 2

The Axon Flex 2 is a point-of-view camera that provides multiple options for wearing the camera to suit your officers' needs in the field. The 120° field of view lens captures events as experienced by the wearer. Activation of event recording is simple and accessible, making it easy for officers to operate the device in high-stress

situations. Recordings are initiated with a single event button located on the front of the controller, so an officer can easily reach it with one hand. The Axon Flex 2 can also be activated wirelessly through Axon Signal technology.

The camera is connected to a controller, which houses the battery, with one cable. The Axon Flex 2 camera can be mounted on Oakley Flak Jacket® glasses, ball caps, uniform collars and epaulettes, a lowrider headband, on a vest, and motorcycle and SWAT helmets.

The pre-event buffer captures up to two minutes of video (depending on agency settings) immediately preceding event recording. The pre-event buffer period is configurable in 30-second increments, from 0-120 seconds at 480p and 720p resolutions, and from 0-90 seconds at 1080p. By default, the pre-event buffer is 30 seconds. For additional flexibility, a 10-second pre-event buffering option is also available. Audio recording can be disabled during buffered video recording to accommodate agency evidence collection policies. Audio recording is disabled for pre-event buffering by default.

The camera has four video quality settings with a minimum video resolution of 480p and a maximum video resolution of 1080h. The video resolution, encoding bit rate, frame rate, and video encoding format impact the size of files captured at each setting. The device has 64 GB of non-removable storage to house captured video files. The 480p resolution setting captures video at a rate of 0.9 GB per 60 minutes of video. This setting supports storage of over 46 hours of video. The 720i resolution setting captures video at a rate of 1.2 GB per 60 minutes of video. This setting supports storage of approximately 38 hours of video. The 720h resolution setting captures video at a rate of 2.0 GB per 60 minutes of video. This setting supports storage of approximately 25 hours of video. The 1080h resolution setting captures video at a rate of 4.5 GB per 60 minutes of video. This supports storage of approximately 11 hours of video.

The solution supports a Dock & Walk Workflow. At the end of a shift, officers insert their cameras into the Axon Dock. The dock charges the cameras and updates firmware, while securely uploading videos. Videos can also be uploaded via the Evidence Sync desktop client.

AXON FLEX 2 FEATURES & BENEFITS

- HD Video: The industry's best low-light video records in 1080p HD
- Full-shift Battery: Lasts for over 12 hours covering an entire shift
- Configurable Pre-Event Buffer: Capture up to 2 minutes before an event
- Dual-Channel Audio: Camera records two audio channels
- Axon Signal Wireless Activation: Cameras start recording automatically based on pre-defined triggers
- Optional Mute: Disable audio in the field to support dual-party consent
- Mobile Application: Tag and replay videos with the Axon View mobile app
- RapidLock Mounts: The system uses versatile mounts designed for versatility and comfort, while keep the camera steady

TECHNICAL SPECIFICATIONS

- Field of View: 120 degrees
- Recording Capacity: Up to 70 Hours depending on resolution
- Video Quality: 30 frames per second; resolution spanning 480p to 1080p
- Battery: Rechargeable lithium-ion polymer battery (3600 mAh capacity)
- Weather Resistance: IEC 60529 IP54 (dust, rain); MIL-STD-810G (Salt fog)
- Humidity: 95 percent non-condensing
- Operating Temperature: -4° F to 122° F [-20° C to 50° C]
- Drop Test: Up to 6 feet; devices are housed in high-impact polymer
- Dimensions: Controller: (D1) 0.94 in, (D2) 1.14 in, (W) 2.45 in, (H) 3.0 in; Camera: (L) 2.9 in, (H) 0.75 in, (W) 0.74 in
- Weight: Controller: 4.4 oz., Camera: 0.88 oz

AXON FLEET

Axon Fleet integrates effortlessly with Axon body-worn cameras to optimize functionality and utilizes software driven features to minimize the costs and constraints of excessive hardware components. Axon Fleet 2 is more than just a dash camera; it's part of a powerful platform that connects mobile, cloud, and wearable technologies. The cameras feature wide-angle lenses and HD video to ensure top quality recording.

Axon Fleet includes front and back cameras with features like infrared and zoom. And it offers you things you don't always associate with in-car systems, like simple pricing, over-the-air updates so you never have to worry about manual work, and integrations with Axon's body cameras and evidence management system to save you time. The rotatable front camera's low-profile design and improved mounting maximizes the officer's field of view and provides clear, stable video. Its digital zoom makes license plates readable at up to 30 feet.

As part of the Axon platform, Axon Fleet works seamlessly with Axon body cameras and Axon Evidence to capture the full story. Once uploaded to Axon Evidence, multicam playback allows videos that were recorded by different body-worn and in-car cameras (in the same location and time) to be played back together on the same screen, allowing users to view an incident from multiple vantage points. Integration with Axon Evidence means you can securely share and track digital evidence across public safety stakeholders with smart features such as redaction, digital verification, and audit logs.

The cameras have four video quality settings (Low SD, High SD, Low HD, and High HD) with a minimum video resolution of 480p and a maximum video resolution of 1080p. It utilizes a 16:9 aspect ratio at 1080p and 720p, and a 4:3 aspect ratio at 480p. The video resolution, encoding bit rate, frame rate, and video encoding format impact the size of files captured at each setting. The device has 64 GB of non-removable storage. The Low SD setting captures video at a 480p video resolution at a rate of 0.8 GB per 60 minutes of video. This setting supports storage of over 70 hours of video.

The Axon Fleet system supports three different methods of camera activation. Two require manual intervention by the officer, while the third does not. First, officers can use the View XL MDT application to see the current status of each camera and tap the screen to begin a recording. The camera status will then change to "Recording" on the screen. The recording can be ended using this method as well. Secondly, the officer can press the large Event button on the front of each device to manually begin a recording. The camera status will then change to "Recording" on the MDT screen. The recording can be ended using this method as well. Finally, Axon Fleet includes handsfree camera activation via Axon Signal technology with configurable triggers, including such as light bar activation, door, vehicle speed, acceleration, crash and weapon rack. This allows officers to focus on the task at hand and spend less time managing technology. Recordings started via Axon Signal activation must be ended manually via the front button or by using View XL.

The length of the pre-event buffer is configurable from 0-120 seconds (in 30 second increments) at 480p and 720p, and from 0-90 seconds at 1080p. The camera also features configurable on/off audio capture to record the evidence your agency needs. The duration of the pre-event buffer is 30 seconds by default. Cameras can also be configured to record sound as well as video during buffering (sound is not recorded by default during buffering).

Axon body-worn and in-car cameras work either as standalone devices or in conjunction with one another. The two systems integrate seamlessly, extending the overall capabilities of the Axon Evidence ecosystem. This cross functionality allows users to categorize and label video on both Fleet and body cameras from the Axon View XL software application. When uploaded to Axon Evidence metadata added in the field is ingested with the video files.

There are two offload methods available to upload Axon Fleet in-car video to Axon Evidence. Axon Sales Engineers will work with member agencies to evaluate these methods to ensure that the right option for each agency is chosen. Both options allow the cameras to remain in the vehicle via wireless connectivity. Regardless of offload method chosen, the MDT/MDC running Axon View XL must be able to connect to the Internet.

The Axon Fleet system supports wireless offload via LTE/4G networks using an in-car broadband connection. The configuration also reduces the contention on agency Wi-Fi infrastructure, as Axon Evidence is a cloud-hosted service. This offload method is best supported by an unlimited data and unlimited bandwidth plan (without which, video upload will likely be throttled).

Video is offloaded through an available cellular carrier network and the vehicle must have a compatible router capable of simultaneous AP/Client Mode. Axon does not provision, activate or manage carrier SIMs. The MDT/MDC running Axon View XL must be able to connect to the Internet.

Wi-Fi offload is the second method available to agencies. This is an alternative to LTE uploads for customers whose LTE data plan throttles uploads or customers in areas lacking adequate LTE coverage.

A Wireless Offload Server (WOS) is required to facilitate offload via Wi-Fi. The WOS is network appliance that enables multiple concurrent video offloads from the Axon Fleet system leveraging the Axon router's Wi-Fi as a wireless wide area network (WWAN) function through compatible Wi-Fi access points.

When a vehicle is within range of a Wi-Fi access point, the Axon View XL application recognizes the WOS and begins to offload videos from the Axon View XL upload queue to that server. The video offload is done in segments, but, as with LTE

		offloads, the video file is retained on the Axon Fleet camera until successfully transferred. AXON INTERVIEW Axon Interview incorporates high-definition cameras and microphones to help capture the critical events that occur in the interview room. The Axon Interview interface consists of an intuitive and user-friendly touch screen software. The application saves you time and allows you to tag footage with metadata before transferring it to Axon Evidence. Axon Interview uses two recording servers, with both independently capturing their own video feed and microphone feed from the source. If one server fails, the second server captures everything. This redundancy means that you don't have to worry about losing a 15-hour confession because a server crashed. The Axon Interview software is installed on a touch panel and offers an intelligent interface for managing and monitoring interviews. The touch panels will be mounted in front of each interview room and will communicate with the redundant recorders throughout the network. This eliminates the need for additional hardware and pieces of equipment to be installed; streamlining this process saves time and effort. A key feature of the Axon Interview system is the continuous 24/7 recording buffer. Based on configuration, the buffer can capture weeks of continuous audio and video recordings to local storage, protecting agencies from losing important footage if an interviewer forgets to start recording. Agencies also have the ability to fully disable the recording buffer should it be required by local jurisdictional requirements. Please note, by disabling the continuous buffer, any interview footage outside of an active recording session will be lost and the Pre- and Post-Event recording buffer option is also disabled. During recording, tools will allow the user to verify both the video and audio are recording. Other on-screen tools include bookmarks (to easily find key moments from a long interrogation), audio and video masking to protect privacy and an option to lock the screen. The hardware required for Axon Interview includes the following components. • Axis IP Cameras – The solution can support up to two cameras per room; both covert and overt cameras are available. Cameras record at a maximum speed of 50/60 frames per second. • Louroe Microphones - The microphones will be plugged into the cameras and receive their power from there. • Evo Touch Panels - Touch panels will be mounted in front of each interview room and will communicate with the redundant recorders throughout the network. The interview will be started and stopped from the touch panel. • Cisco or HP POE Switches - The cameras will be plugged into a POE switch, receiving their power and communicating with the recording software. 24 port and 8 port POE switches are available. • Orion Redundant Recording Servers - Axon Interview is installed on two recording servers, which both independently and simultaneously grab their own video feed and microphone feed from the source. In the event one server fails, the second server independently captures everything, ensuring you won't lose any footage. The servers can support 12 to 15 cameras per physical location. Axon Interview uses a secure mechanism to offload the interview footage from the local server to the customer's Axon Evidence tenant. All communication between Axon Interview and Axon Evidence is conducted over TLS 1.2 with 256-bit encryption to safeguard data during transfer. Axon Evidence makes interview recordings more accessible to your agency users, which makes your users more productive. Your evidence can now be uploaded, viewed, clipped, redacted, and shared by any authorized user. You can also live stream from up to four cameras at the same time. Thanks to Axon Evidence, all your digital data is now found in one place. For example, you can pair an Axon body-worn camera arrest video with Axon Interview footage of the suspect being brought in for questioning. From capture to courtroom, Interview is part of the Axon platform that lets you track the history of a case in a secure, CJIS-compliant platform. Overall, the solution is highly configurable. Our Axon Sales Engineering team will work with each Member to ensure that the solution we sell is configured to their individual needs.
67	Describe, in detail, the device features specific to your product offering. Examples may include weight, size, weather compatibility, display or monitoring options, connectivity, battery life, etc.	Axon's solutions include our three current models of body cameras, our in-car camera system, and our interview room solution. Their device features are laid out under the headers below. Axon has included further information regarding our offerings in the Additional Documents upload portal. AXON BODY 3

The total weight of the Axon Body 3 is 6.9 oz., inclusive of all integrated fastenings for the standard RapidLock mount. The camera measures 1.3" (d) x 1.6" (W) x 3.8" (H). The Axon Body 3 camera is designed to work with a variety of Axon mounts. The various mounts can be used with a wide variety of uniforms and hold the camera to your shirt, patrol vest, jacket, or belt.

In general, the Axon mounting system consists of the attachment piece called the key, that is built on to the back of the camera, and the attachment receiver called the lock, built in to the mount. To lock a camera in place, users insert the key of the camera into the lock of the mount and turn it 90 degrees counterclockwise (when you are looking straight at the mount). To release the camera from the mount, turn the camera 90 degrees clockwise. Mounting options include: Flexible magnet mount, single molle mount, double molle mount, anchor mount, women's z-bracket mount, men's z-bracket mount, large pocket mount, small pocket mount, Velcro mount, belt clip mount, and wing clip mount.

Note: As with any Radio Frequency or electronic device, Axon recommends that you avoid placing your Axon Body 3 camera directly next to your radio to prevent inadvertent radio activation.

The Axon Body 3 camera display is located on the top of the device. The display area is 1.66" (W) x 0.76" (H), with a viewable area of 1.00" (W) x 0.42" (W). The Camera Display shows information on camera status and activity. Different information is shown depending on if the Axon Body 3 camera is in the field or in an Axon Dock. If Axon Aware is not enabled, some icons may not be active or displayed. The Status Bar (upper portion of the display) shows the battery capacity, camera pairing information, light status, Stealth mode status, and low battery warnings. The Activity Area (main portion of the display) gives information on camera readiness, recording status, Axon Signal broadcasts, Axon Aware Live Streaming notifications, gunshot detection warnings, and Mute Mode information. At night and in low-light situations, users can use the Select button to backlight the Camera Display. The backlight display can be activated by double-pressing the Select button on the Axon Body 3. This will trigger the Camera Display to light up and remain backlit for two seconds.

The Axon Body 3 is our first camera to integrate with Axon Aware. Axon Aware is our new real-time situational awareness technology. The camera is connected to LTE - similar to a cell phone - and can livestream to Axon Evidence instantaneously so that authorized supervisors, incident commanders, real-time crime centers or other designated resources have better information from the field. This LTE capability also opens the door for a wide variety of potential future features, including critical evidence offloading from the field, "find my camera" locator functionality, and much more that will be added in future firmware releases. Other Axon Aware features include real-time alerts and notifications, including gunshot detection. Additional capabilities will be added over time, and Axon Aware itself will also eventually be incorporated into other Axon products.

The Axon Body 3 is extremely rugged, securely sealed, water resistant, and shock resistant. The Body 3 camera is a self-contained unit with no fragile moving parts on the exterior. The device is designed for durability and undergoes rigorous testing so users can rely on longer-lasting cameras with fewer failures and a lower overall total cost of ownership.

The Axon Body 2 has an internal, rechargeable, lithium-ion polymer battery with a 3440 mAh capacity. The battery is removeable, replaceable, and recyclable. Under normal usage, the Axon Body 3 camera can provide more than 12 hours of battery life; 11 hours while in Buffering mode, 1 hour while in Recording mode. Additionally, the usage of an Axon Body 3's advanced functions (e.g., livestreaming) will result in greater battery consumption and reduce overall battery life.

When a fully depleted battery is recharged using the Axon Dock, the recharge time for 12+ hours of buffering mode is approximately five (5) hours. It should be noted, however, that the battery is designed to last a full 12+ hour shift, and it is unlikely that the battery will fully deplete after one use. Charging a fully depleted battery for approximately three (3) hours will provide an 80% charge.

The Axon Body 3 has an IEC 60529 IP67 ingress protection (IP) rating. This IP rating means the device is dust-tight and highly resistant to water ingress when submerged at a depth of up to 1 meter for 30 minutes. Sensitive internal components are dependably protected against solid and liquid intrusions.

The Axon Body 3 is tested to and passes MIL-STD-810G Test Methods for vibration, salt fog, and blowing dust resistance. The device operates normally in up to 95% humidity (non-condensing).

The Axon Body 3 is impact certified from a height of 6 feet. The most common

damage to body-worn camera devices results from a drop; the Axon camera's ruggedized high-impact polymer protects against damage from this common occurrence, reducing repair and replacement costs as well as downtime. Further, Axon's numerous mounts are strong enough to hold the camera in place during strenuous activities such as running or fighting.

Axon body-worn cameras have an operating temperature range of -4 °F to 122 °F [-20 °C to 50 °C]. The cameras' ability to withstand extreme temperatures keeps crucial evidence safe and means officers can rely on their cameras' functionality in almost any environment throughout the year.

Axon camera's high-temperature tolerance proves valuable on particularly warm days when storing a device in a vehicle or when responding to incidents involving excessive heat, such as a residential or car fire.

Axon on-officer cameras should not be stored in environments where the temperature is likely to exceed 95 °F (35 °C) (such as under direct sunlight, near heaters, or in a vehicle in extremely hot weather) or exposed to temperatures below -4 °F (-20 °C).

AXON BODY 2

The total weight of the Axon Body 2 is 5.0 oz. (142 grams), inclusive of all integrated fastenings for the standard RapidLock mount. The camera measures 0.94" (D1) x 1.01" (D2) x 2.76" (W) x 3.42" (H). The Axon Body 2 camera is designed to work with a variety of Axon mounts. The various mounts can be used with a wide variety of uniforms and hold the camera to your shirt, patrol vest, jacket, or belt.

In general, the Axon mounting system consists of the attachment piece called the key, that is built on to the back of the camera, and the attachment receiver called the lock, built in to the mount. To lock a camera in place, users insert the key of the camera into the lock of the mount and turn it 90 degrees counterclockwise (when you are looking straight at the mount). To release the camera from the mount, turn the camera 90 degrees clockwise. Mounting options include: Flexible magnet mount, single molle mount, double molle mount, anchor mount, women's z-bracket mount, men's z-bracket mount, large pocket mount, small pocket mount, Velcro mount, belt clip mount, and wing clip mount.

Note: As with any Radio Frequency or electronic device, Axon recommends that you avoid placing your Axon Body 2 camera directly next to your radio to prevent inadvertent radio activation.

The Axon Body 2 has an internal, rechargeable, lithium-ion polymer battery with a 3000 mAh capacity. The battery is removeable, replaceable, and recyclable. Once powered on, Axon cameras have two operating modes. The default mode, or Buffering mode, provides pre-event buffering to capture activities that occur before you activate the Event (recording) mode. When the device is turned on and in Buffering mode, a fully charged battery will last 12+ hours. In Event mode, the battery life varies depending on the recording resolution. Axon cameras have four video quality settings (Low SD, High SD, Low HD, High HD) spanning 480p, 720p and 1080p video resolutions. Axon camera batteries will provide 12+ hours of power when recording time at a resolution of 480p or 720p, and 10+ hours of power when recording at 1080p.

The Axon Body 2 does not have a display screen. However, officers can determine the approximate remaining battery life of the Axon Body 2 by pressing the Battery Status button. The button is located beneath the camera's Event button on the front of the device. The Battery LED ring displays the battery's remaining capacity when the device is in use and during charging. In addition, an officer can find the exact battery percentage remaining on the camera through the Axon View application on a paired smart device. The Axon View application also allows officers to watch videos, add metadata, view remaining recording capacity, and more—all from the field.

The Axon Body 2 is extremely rugged, securely sealed, water resistant, and shock resistant. The camera is a self-contained unit with no fragile moving parts or electronics (like LCD screens) on the exterior. The device is designed for durability and undergoes rigorous testing so users can rely on longer-lasting cameras with fewer failures and a lower overall total cost of ownership.

The Axon Body 2 has an IEC 60529 IP67 ingress protection (IP) rating. This IP rating means the device is dust-tight and highly resistant to water ingress when submerged at a depth of up to 1 meter for 30 minutes. Sensitive internal components are dependably protected against solid and liquid intrusions.

The Axon Body 2 is tested to and passes MIL-STD-810G Test Methods for vibration, salt fog, and blowing dust resistance. The device operates normally in up to 95% humidity (non-condensing).

The Axon Body 2 is impact certified from a height of 6 feet. The most common damage to body-worn camera devices results from a drop; the Axon camera's ruggedized high-impact polymer protects against damage from this common occurrence, reducing repair and replacement costs as well as downtime. Further, Axon's numerous mounts are strong enough to hold the camera in place during strenuous activities such as running or fighting.

Axon body-worn cameras have an operating temperature range of -4 °F to 122 °F [-20 °C to 50 °C]. The cameras' ability to withstand extreme temperatures keeps crucial evidence safe and means officers can rely on their cameras' functionality in almost any environment throughout the year.

Axon camera's high-temperature tolerance proves valuable on particularly warm days when storing a device in a vehicle or when responding to incidents involving excessive heat, such as a residential or car fire.

Long-term storage should be in a climate-controlled environment, less than one month at the highest temperature. Axon body-worn cameras have a charging temperature range of 41 °F to 95 °F [5 °C to 35 °C].

AXON FLEX 2

The Axon Flex 2 camera is 2.9 in (L) x .75 in (H) x .74 in (W) and weighs 0.88 oz. The Axon Flex 2 controller is 3.0 in (H) x 2.45 in (W) x 1.14 in (D) and weighs 4.4 oz.

Axon Flex 2 camera mounts attach to officer uniforms, accessories, and protective gear. The selection of mounts facilitates several point-of-view perspectives.

The following mounts are designed to be used with the Axon Flex camera portion:

- Oakley Eyewear Mount: The Flex 2 camera can be attached to Oakley Flak Jacket® glasses with the Oakley Eyewear Mount. This mount positions the camera at eye-level, designed to capture the officer's direct point-of-view.
- Ball Cap Mount: The Flex 2 camera can be worn with officer headgear, including ball caps, using the magnetic Ball Cap Mount. One magnetic clip is placed on the inside of the cap while the rest of the assembly overlaps on the outside, held securely in place by magnetic force. The camera clips into the outer assembly and sits near the officer's eye-level.
- Lowrider Headband Mount: The Lowrider Headband Mount is a comfortable frame that wraps around the back of the head with a Flex 2 camera clip mounted on the front end. Like the Oakley Eyewear Mount, the headband places the camera at eye-level to capture an officer's true perspective of events.
- Collar Mount: The Collar Mount consists of a magnetic clip with an attached Flex 2 camera clip and a metal collar support bar designed to wrap underneath the collar (around the back of the neck) for stability. The magnetic clip attaches to the shirt collar to mount the camera above shoulder-level.
- Epaulette Mount: If an officer's uniform shirt has epaulettes, the Flex 2 camera can attach to the shirt with the Epaulette Mount. The mount can be positioned to place the camera above or below the epaulette to capture the desired perspective.
- Over Vest Mount: The Over Vest Mount attaches to vests worn in the field. In tactical situations, this mount provides the same level of stability and accessibility as the epaulette mount.
- Helmet Mount: The Helmet Mount attaches the camera to most smooth, hard surfaces, like helmets, using a suction mechanism. The mount can be placed anywhere on the gear that can achieve suction.
- SWAT Mount: SWAT officers know better than anyone that body-worn cameras can be knocked off in highly physical situations. That's why we've developed a mount that secures the full Axon Flex 2 system to a SWAT officer's helmet and holds true through intense, highly active incidents. With the SWAT Mount, the Flex 2 camera and controller both attach to the SWAT helmet, consolidating the system on the helmet and avoiding any interference with other gear.

Axon offers a variety of controller mounts to suit individual needs. Some mounts are optimized for security in tactical situations (Z-Bracket, Magnet, and Molle Mounts), while others provide more versatility (Shirt Pocket, Clip, and Velcro mounts). The following mounts are designed to be used with the Axon Flex controller:

- Z-Bracket Mount: The Z-Bracket Mount inserts between the buttons of a shirt. This mount is available in both male and female uniform orientations.
- Magnetic Mount Options: We offer two powerful magnetic mounts to accommodate different uniform attire and give the wearer a broad choice of mounting locations. The Flexible Magnet Mount is intended for lighter-weight uniform shirts, and the Outerwear Magnet Mount is for coats and heavier garments.
- Molle Mount Options: Molle mounts attach to the Molle straps on tactical vests and can withstand >100lbs of retention force. The Single Molle Mount is lighter and more flexible than the Double Molle Mount, which provides more lateral stability.
- Wing Clip Mount: The Wing Clip Mount consists of two pieces that make use of

clipping and slot-and-key features to grip the fabric and provide strong retention. The mount is non-magnetic, lightweight, and versatile in placement owing to a hole feature that allows mounting over buttons or zippers. Furthermore, the outer piece can be rotated to the appropriate orientation per surface markings, so that the mount can be worn over single or double layers of fabric. This mount is compatible with a number of type B and C uniforms.

- **Shirt Pocket Mounts:** We offer the 4" and 6" Shirt Pocket Mounts that attach easily to uniform shirt pockets of various sizes.
- **Clip Mount:** The Clip Mount is simple in design and easy to fasten. This mount permits numerous mounting locations for non-tactical use.
- **Velcro Mount:** The Velcro Mount attaches to uniforms and vests with Velcro patches. Note that the back of the mount must be sewn onto or otherwise affixed to the uniform.

The Axon Flex 2 controller houses the device's internal, rechargeable, lithium-ion polymer battery. The battery has a 3600 mAh capacity. Once powered on, Axon cameras have two operating modes. The default mode, or Buffering mode, provides pre-event buffering to capture activities that occur before you activate the Event (recording) mode. When the device is turned on and in Buffering mode, a fully charged battery will last 12+ hours. In Event mode, the battery life varies depending on the recording resolution. Axon cameras have four video quality settings (Low SD, High SD, Low HD, High HD) spanning 480p, 720p and 1080p video resolutions. Axon camera batteries will provide 12+ hours of power when recording time at a resolution of 480p or 720p, and 10+ hours of power when recording at 1080p.

The Axon Flex 2 does not have a display screen. However, officers can determine the approximate remaining battery life of the Axon Flex 2 by pressing the Battery Status button. The button is located beneath the camera's Event button on the front of the controller. The Battery LED ring displays the battery's remaining capacity when the device is in use and during charging. In addition, an officer can find the exact battery percentage remaining on the camera through the Axon View application on a paired smart device. The Axon View application also allows officers to watch videos, add metadata, view remaining recording capacity, and more—all from the field.

The Axon Flex 2 is extremely rugged, securely sealed, water resistant, and shock resistant. The Flex 2 system is designed for durability and undergoes rigorous testing so users can rely on longer-lasting cameras with fewer failures and a lower overall total cost of ownership.

The Axon Flex 2 has an IEC 60529 IP54 ingress protection (IP) rating. This IP rating means the Axon Flex 2 camera and controller are dust-protected and safe from ingress of spraying or splashing water from any direction. Sensitive internal components are dependably protected against solid and liquid intrusions.

The Axon Flex 2 is tested to and passes MIL-STD-810G Test Methods for vibration, salt fog, and blowing dust resistance. The system operates normally in up to 95% humidity (non-condensing).

The Axon Flex 2 is impact certified from a height of 6 feet. The most common damage to body-worn camera devices results from a drop; the Flex 2 system's ruggedized high-impact polymer protects against damage from this common occurrence, reducing repair and replacement costs as well as downtime. Further, Axon mounts are strong enough to hold the camera and controller in place during strenuous activities such as running or fighting.

Axon body-worn cameras have an operating temperature range of -4 °F to 122 °F [-20 °C to 50 °C]. The cameras' ability to withstand extreme temperatures keeps crucial evidence safe and means officers can rely on their cameras' functionality in almost any environment throughout the year.

Axon camera's high-temperature tolerance proves valuable on particularly warm days when storing a device in a vehicle or when responding to incidents involving excessive heat, such as a residential or car fire.

Axon camera's high-temperature tolerance proves valuable on particularly warm days when storing a device in a vehicle or when responding to incidents involving excessive heat, such as a residential or car fire.

Long-term storage should be in a climate-controlled environment, less than one month at the highest temperature. Axon body-worn cameras have a charging temperature range of 41 °F to 95 °F [5 °C to 35 °C].

AXON FLEET

The Axon Fleet solution is highly customizable. Axon Sales Engineers will work with member agencies to evaluate options to ensure that the solution fits your needs.

The dimensions of each Axon Fleet hardware component are provided below (length x width x height).

DIMENSIONS

- Front Camera only: 4.12" x 3.61" x 2.31"
- Front Camera and Mount: 4.12" x 3.61" x 4.79"
- Rear Camera: 1.37" x 5.22" x 1.72"
- Rear Camera Controller: 1.31" x 3.37" x 3.92"
- Axon Power Unit (Battery): 4.54" x 2.98" x 1.63"
- Axon Signal Vehicle Unit: 3.3" x 2.31" x 1.32"
- Cradlepoint Router: 4.6" x 4.5" x 1.2"

WEIGHT

- Front Camera: 6.9 oz
- Front Camera and Mount: 11.8 oz
- Rear Camera: 9.6 oz
- Rear Camera Controller: 3.8 oz
- Axon Power Unit (Battery): 9.8 oz
- Axon Signal Vehicle Unit: 3.23 oz
- Cradlepoint Router: 14 oz

The front-facing Fleet camera has an IEC 60529 IP53 ingress protection (IP) rating (dust, spray). The rear-facing Fleet camera has an IEC 60529 IP54 (dust, spray). Additionally, Axon Fleet cameras are physically hardened to the US Military Standard MIL-STD-810G and are suitable for policing and tactical operations.

All Axon Fleet hardware will operate normally in up to 90% humidity (non-condensing). Spray and humidity testing are performed in house by Axon; dust testing is performed by a third-party.

The Axon Fleet system has passed rigorous shock and vibration testing to simulate an in-car environment in various road and environmental conditions. The system is designed as a rugged solution built to withstand the extreme and dynamic conditions inside of a vehicle. The cameras can withstand a 6-foot drop.

All Axon Fleet cameras and mounts are tested to IACP crash test specifications, including a static pull test with a force corresponding to 50 times their own weight, in at least three different angles to simulate frontal, side, and rear collisions.

The Axon Fleet power unit (battery) essentially acts as both an uninterruptible power source and a standby power supply. The Axon Fleet system uses the vehicle's electrical system as a power source. If the vehicle's ignition is shut off, the Axon Fleet power unit supplies power to the camera to allow you to keep recording. With a fully charged power unit, the camera can record over 4 hours without the engine running. The battery will begin recharging when the engine is turned back on. It may take over 3 hours for a depleted battery to fully recharge.

The Cradlepoint router serves as the communication platform inside the vehicle, routing cellular, Wi-Fi, GPS and Metadata for the Axon Fleet system. Please note Axon does not provision, activate, manage or manage carrier SIM cards for routers and does not manage cellular carrier data plans.

The router kit includes the current Cradlepoint router, ethernet cables, GPIO cabling and power cabling. The following hardware must be purchased to use the router.

5-IN-1 ANTENNA

The MULTIMAX FV antenna (manufactured by Airgain) is a full outdoor antenna designed specifically to provide high performance connectivity for Fleet and Public Safety vehicles and assets connecting to almost any vehicular router or modem. This antenna offers two high gain cellular/LTE/MIMO antennas which support LTE Band 14 for FirstNet, two high gain dual band Wi-Fi antennas, and a GNSS antenna inside a single robust and compact housing.

WARRANTY

If the Member chooses to purchase the Axon router, NetCloud and Cradlecare must also be purchased. PRIME NetCloud enables zero-touch deployment and remote management of Multi-WAN branch and in-vehicle routers and IoT gateways. NetCloud Engine enables virtual cloud networking that leverages cloud, Software-Defined Networking (SDN), and Network Function Virtualization (NFV) technologies. Cradlecare includes:

- Coverage for all products and services
- 12X5 support via email, phone and chat
- 24X7 qualified phone support
- Advanced Exchange: next day business replacement
- Service level targets
- Extended warranty for routers for the term of the Cradlecare license
- Assigned Enterprise Support Engineer (for deployments of 50 routers or more)
- Enterprise engineering resources for network design and best practices

implementation

- Priority consideration of future feature requests and beta trials

AXON INTERVIEW ROOM

The Axon Interview solution is highly configurable. Our Axon Sales Engineering team will work with each Member to ensure that the solution we sell is configured to their individual needs.

The Axon Interview solution can support both overt and covert cameras. The overt cameras most commonly utilized has dimensions of 4.0" x 5.875" and a weight of 1.2 lbs. The covert camera most commonly utilized has dimensions of 1.75" x 0.82" and a weight of 0.75 lbs. The most commonly utilized microphone has dimensions of 2.75" x 4.5" and a weight of 8 oz.

Touch panels will be mounted in front of each interview room and communicate with the redundant recorders throughout the network. The cameras will plug into and draw power from a POE switch to communicate with the recording software. The microphones will plug into and draw power from the cameras. The interview is started and stopped from the touch panel or from a designated PC.

The recording server is capable of storing over 720 hours of video as this is meant as an initial recording point only. At the end of the recording, the video file will automatically begin offloading to the cloud, when the video has been fully offloaded (and authenticated with a cryptographic hash function) the file will automatically purge from the server making room for additional interviews.

Axon Interview uses a secure mechanism to offload the interview footage from the local server to the customer's Axon Evidence tenant. All communication between Axon Interview and Axon Evidence is conducted over TLS 1.2 with 256-bit encryption to safeguard data during transfer.

68	Describe the training, set-up and installation process.	Preliminary technical assessment and support will be provided by the Axon Pre-Sales Engineer assigned to the Member. This individual is a subject matter expert in embedded systems and networking and knows how to configure our products to best support your desired workflows. The Sales Engineer will also coordinate any additional resource required for your project. Post evaluation by a Sales Engineer, Axon can help Members to maximize their Axon investment with comprehensive implementation. The Axon Professional Services team consists of a group of highly skilled individuals with in-depth knowledge of all Axon products and Axon Evidence functionality. The full-service professional services package includes a Project Manager who will create a custom project plan to fit the member's needs. Each Professional Services package addresses the vital elements of an agency's solution, starting with system structure and configurations before moving to topics relating to device use and functionality. We have included all our Professional Services offerings in the scope of this Cooperative. Axon sales representatives can help individual members evaluate what plan is right for them during their purchase. Costs are included in our price sheets. There are other benefits with the Axon Professional Services offering, such as subject matter experts who consult on best practices for the set-up, configuration, policy and overall program performance for your deployment. These services are optional. However, an agency's program success is three times greater when Professional Services has rendered on-site support, compared to when agencies don't utilize the offering. Our Professional Services Managers focus entirely on on-site and off-site training. Our experienced team can train everyone from officers, administrators, armorers, supervisors, detectives and even prosecutors. During the initial phase of the implementation process, Axon's Professional Services team will assist with the following tasks: • System Set Up and Configuration • Configure categories & custom roles • Troubleshoot IT issues After An initial, limited number of key users, armorer(s) and system administrator(s) should be trained. The size of this contingent depends on agency size or size of the planned full deployment. These officers will serve a number of roles, including final confirmation of system functionality and performance. They will likely provide useful feedback on any localized issues that had not been previously identified. They will provide a demonstration and information platform for their co-worker/future user officers. They typically become a resource when newer users are activated and require training or assistance. Regarding Axon Evidence training, the agency administrator is the starting point for defining security settings, creating custom roles and setting permissions, adding users (User, Administrator, Armorer or any other custom roles), reassigning devices, creating categories and setting retention policies, and several of the other administrative features of the Axon Evidence services. Our team will provide step-by-step explanations and assistance for agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence. Administrators should attend all the training sessions that are decided upon. We will then provide Axon instructor training with the goal of educating instructors who can support the agency's subsequent training needs. Although the cameras, in-car systems, and interview room solution themselves are simple in design and use, a proper introduction to hardware and workflow is essential. The Professional Services training offering provides different options for training, depending on the level of detail and time necessary for users. Axon believes in the philosophy of "Smart Small, Test, Assess, Correct, Go Big". Deploy the key users. Make sure the way you've configured your system integrates smoothly into your workflow. Assess readiness based on evaluation and feedback and make any necessary adjustments. Once you've taken these steps, you're ready to schedule the rest of your user training. During on-site training, our Professional Services team also will provide the member with training documentation, which can be used in future training sessions.
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69	Describe the data storage, analysis, and management features and functionality as it relates to your products.	Each offered solution ingests its footage into Axon Evidence, our DEMs system. Axon Evidence is a robust end-to-end solution that not only allows agencies to store data, it also enables new workflows for managing and sharing that data securely - from anywhere. Officers and command staff can upload content from Axon and TASER devices or other systems easily, manage it simply with search and retrieval features, and then collaborate effortlessly with prosecutors and other partners by using powerful sharing features. When storage needs increase, the cloud-based system allows agencies to scale instantly and cost-effectively. Within Axon Evidence, access to information is governed by the agency-defined access control system built into the solution. Each Axon Evidence user is assigned a role. Roles determine a user's permissions, which control levels of access to features and functions. Additionally, Axon Evidence provides many security features to secure digital evidence including password complexity requirements, failed login limits, and enforced timeout settings. Multi-factor authentication (MFA) options are also configurable for user login and prior to administrative actions. Evidence data is hashed (SHA) to ensure a robust chain of custody. Original evidence data is never changed. All modifications are handled by creating new, derivative files. Axon Evidence provides users with easy, straightforward methods of searching, reviewing, managing and sharing digital evidence. Axon Evidence uses category types to organized stored video, simplifying the search process for your agency users. All categories are set by your agency to reflect your policies and desired structure. This categorization also facilitates database management by automatically ensuring that only relevant evidence is retained in the system. Every event that is captured and uploaded to Axon Evidence can be assigned a category to determine how long it is retained in the system. Proper categorization is important to ensure that incidents remain in the system for the appropriate amount of time. Categories include policy settings for evidence retention and restricted access for especially sensitive evidence. Additionally, numerous metadata tags can be applied to evidentiary assets. These metadata fields are included in the searching interface to help you locate the evidence you need quickly and efficiently. ID, title, notes and tags are free text, user-defined values. Custom metadata fields will also be available to narrow search results on the advanced search page. Axon Evidence features a full redaction suite natively within the application allowing users to redact what can be seen and heard in video evidence files. Axon Evidence never alters the original video evidence file when you create a clip or a redaction. Authorized users will have access to automated redaction and skin blurring redaction. Redaction Studio tools include options for frame-by-frame manual redaction, Spray Paint redaction (manual redaction during playback), real-time object-tracking redaction, and audio file redaction. Editing tools include the ability to create markers and clips, update or add metadata (e.g., notes, title, ID) and create photos from video stills. Access Lists control internal and external user access to files in Axon Evidence. Each piece of evidence has its own access list, so you can individually manage access as needed. You can set the sharing duration period and the access level to the file shared (e.g., share or download). Axon Evidence has eight native system reports that include various sets of file metadata for evaluation and analysis. These reports generate as Microsoft Excel worksheets that allow data grouping, sorting, and additional manipulation through the pivot table function. Advanced reporting and data analysis is possible through the Axon Evidence Partner API, which can pull data into third-party business intelligence tools. Axon Evidence is a turnkey digital evidence management solution, so it acts as a single repository for all your digital evidence. Axon-captured video and digital evidence files (such as crime scene photos, documents and third-party video) can all be managed from one place – Axon Evidence.
70	Describe the availability of mobile applications and mobile access for the solutions included in your proposal?	Axon Evidence can be accessed using a compatible browser installed on a tablet or smartphone. Axon Evidence is written in HTML5 to allow mobile devices to display the site and can be accessed with the following web browsers: • Microsoft Internet Explorer • Google Chrome • Mozilla Firefox • Apple Safari • Microsoft Edge Axon also offers several mobile applications, which are outlined under the headers below. AXON VIEW Using Axon View, a free mobile application, officers can add metadata by tagging evidence with a title, event ID, and category, prior to uploading the file to Axon Evidence. When offload is initiated, the videos stored on the camera upload to Axon

Evidence with the tag information applied from the Axon View application.

Officers can also view videos stored on the camera using the Axon View app, an officer can pair the Axon camera with a smart device via a Bluetooth and Wi-Fi connection and review videos stored on the camera. Data is not stored on the smart device and cannot be deleted, altered or edited.

Officers can tag videos with the following metadata.

- ID – Case ID of incident
- Title – Titles default to the device type, date and time of the video capture "Axon Body 2 Video 2012-10-13 1447". This field can be updated by the user at the time of capture to display a more specific title (i.e. suspect name or address of incident).
- Category – Allows searching for any category type or to specify any category added by the Agency (i.e. traffic violation or felony arrest). Users can add multiple categories to a given piece of evidence. Axon View pulls the pre-defined categories and retention criteria from the agency's Axon Evidence account. This limits the category assigned to a video or bulk group of videos to one category selection.
- Location - GPS tagging will also be recorded as metadata as long as the application is permitted to access location information from the smart device paired to the camera.

AXON CAPTURE

Axon Capture streamlines the evidence collection process by harnessing the power of the modern phone to capture digital evidence. It allows officers to capture photos, videos, and audio recordings using the technology already in their pocket, with the security and organization to protect truth.

Until today, officers have had two options: sacrifice security for convenience, or convenience for security. The application was built specifically for law enforcement to allow officers to capture digital evidence right from the field.

The app eliminates the need to carry three separate devices for photo, video, and audio recording. Metadata including ID, titles, evidentiary categories and GPS coordinates can be added to any recordings and synced to your agency's Axon Evidence account right from the scene. Officers can upload files from smartphones in the field to their agency's Axon Evidence account over a data connection or Wi-Fi.

AXON DEVICE MANAGER

We're always looking for ways to increase efficiency across the Axon platform. That's why we developed the Axon Device Manager mobile application to streamline Axon device management tasks. The app allows authorized users to manage device assignments, statuses, and firmware updates for certain Axon devices from their smartphones.

Authorized users log in to the app under their agencies' Axon Evidence instance using their Axon Evidence credentials. The connectivity between the app and Axon Evidence ensures device assignments and updates completed via Axon Device Manager are properly reflected in Axon Evidence.

The Axon Device Manager app assists agencies deploying large numbers of devices by enabling armorers or 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.

The Axon Device Manager app is available for download in the App Store for iPhones and the Google Play Store for Android smartphones. The app requires an NFC-compatible smartphone and certain OS versions to operate. Axon Device Manager is currently available through the Google Play Store for Android Devices Version 5.0 and up and through iTunes for iOS 11.0 or later. Compatible with iPhone, iPad, and iPod touch.

Axon Device Manager currently supports the following devices which are included in the scope of the RFP:

- Axon Body 2 camera
- Axon Flex 2 camera
- Axon Signal Sidearm device
- Axon Signal Unit
- Firmware upgrades only
- Android only

The application will be compatible with all future Axon devices.

71	Describe your upgrade policies for hardware and software products.	SOFTWARE Axon releases Axon Evidence software upgrades on both a scheduled and nonscheduled basis as required. Axon will release a software update to Axon Evidence during a period of low traffic usage. Software upgrades are "pushed" to Axon Evidence and are immediately available to you as soon as you log on, eliminating the need to perform manual updates. Axon applies these upgrades remotely, so you don't have to worry about properly integrating or updating your systems. Routine maintenance is scheduled on the fourth Tuesday of each month at 21:00 – 22:00 PST. The latest product features, enhancements and software updates, upgrades, patches and fixes and firmware updates are included as part of your investment in Axon Evidence in the price of software licenses. Patches contain fixes to known issues reported by internal resources or by users at police agencies. There are no additional costs for any software patch or fix deployed. Patch deployment involves minimal or no downtime for the customer's solution. Updates to firmware supporting Axon cameras and Axon Docks are "pushed" from the internet to the local devices through the Axon Docks (or Evidence Sync) without the need for agency interaction. Firmware updates are released on an as needed basis on average, every 2-3 months. Axon periodically distributes updates for Axon View XL software and Axon Fleet camera firmware. When connected to Axon Evidence, Axon View XL will automatically check for and apply any updated configuration settings every 10 minutes, ensuring the most up-to-date settings are applied to the application and your Axon Fleet cameras. When updates are available, the system automatically downloads the update and displays an Update button showing the update is ready to install. Axon recommends installing updates at the beginning of a shift, as it might take a couple minutes to complete the installation, and the application will close during the update and will automatically reboot once the update is completed. A detailed email is sent to system administrators when new releases, updates or upgrades are made to Axon Evidence, Evidence Sync or Axon hardware. The Release Notes page in Axon Evidence displays links to the release notes containing a summary of features and enhancements for the current and previous releases. The User Guides page displays links to guides that provide detailed information on Axon Evidence features. Release notes and user guides are in PDF format. As updates and features are released, your Customer Success Manager or the Customer Support team will troubleshoot all changes to ensure a successful experience for customers. HARDWARE If a Member agency purchases a Technology Assurance Plan (TAP) package, that makes them eligible for a hardware upgrade during their contract (specific timelines depend on the product and contract details). Axon's dedicated Customer Support division tracks the TAP timelines for all subscribed agencies. When an agency is entitled to a hardware refresh under the TAP program, Axon will determine which hardware the agency is eligible to receive and contact the agency to coordinate the refreshment. Axon will request that the agency sign a Certificate of Destruction (COD) or initiate a Return Material Authorization (RMA) process on the agency's behalf for the equipment Axon will replace, depending on the generation/model of the equipment. Then, Axon will ship the new hardware to the agency at no cost. Axon is committed to proactively serving its customers. However, an agency may contact Axon Customer Support at any time to inquire about the initiation or progress of a TAP hardware refresh.
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72	Describe the methods adopted to demonstrate that the offered equipment, products, and services comply with applicable federal, state and local laws and policies on data collection, use, management, and retention.	As part of Axon's ISO 27001 certified information security management system (ISMS), our Information Security team performs risk and compliance assessments to identify applicable regulations and statutes. Upon discovering changes, Axon is committed to adhering to them within commercially reasonable timeframes. Axon Evidence is congruent with the guiding principles outlined in the Canadian Community Safety Information Management Strategy (CCSIMS) as developed by the Information and Communications Technology Committee of the CACP. Not only does Axon Evidence streamline efficiency, it allows agencies to integrate their existing solutions or manage third-party data and digital evidence on one interoperable platform. With the features built into Axon's solutions, police services can connect with partner agencies and the Crown, while still maintaining independent Axon Evidence accounts and instances, which allows for easier sharing of information with all the stakeholders involved. Our proposed solution supports the use of data exchanges which conform with standards defined in the National Information Exchange Model (NIEM). The requirement shall be met by the core proposed platform. This capability exists or is being used in-production elsewhere and can be demonstrated. All Axon Evidence APIs utilize JavaScript Object Notation (JSON) per modern standards and for improved performance. Regarding adherence to local laws and policies on data collection, use, management, and retention, it is up to the specific agency to ensure that they follow applicable laws. Axon Evidence allows members to customize the system to fit within local legal parameters.
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Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	Axon respectfully requests that its Master Services and Purchasing Agreement be incorporated as an exhibit into the final contract award. Axon agrees to negotiate with Sourcwell on these terms and condition.

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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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."

DocuSign Envelope ID: 9D428523-5BE5-448A-9A84-474FCDA7B600

- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday January 02, 2020 19:58:15
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - Sourcewell_Pricing_Final.pdf - Monday January 06, 2020 14:03:05
- [Additional Document](#) - Additional Documents.zip - Thursday January 02, 2020 20:03:29

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver 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.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ 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. - Matt Morstad, VP, Sales Operations, Axon Enterprise, Inc.

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
RFP_010720_Public_Safety_Video_Surveillance_Solutions_with_Related_Addendum_5 Fri December 20 2019 10:58 AM	☒	—
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 4 Tue December 17 2019 08:21 AM	☒	—
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 3 Tue December 10 2019 05:55 PM	☒	—
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 2 Fri December 6 2019 04:08 PM	☒	—
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 1 Fri November 15 2019 09:11 AM	☒	—



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**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**"). The Parties therefore agree as follows:

- 1 **Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. 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.
- 2 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any 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 offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.
- 3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. 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 Devices from multiple locations. All shipments are FOB shipping point 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 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run



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from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

- 7.2 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 Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload 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 Device sent to Axon for service.

- 7.3 Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

- 7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 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.

7.4.2 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 Device, or if for Services, the amount paid for such Services over the 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.

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, 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 to perform 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



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Agreement by reference.

- 9 **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 Devices and Services previously purchased by Agency.
- 11 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 12 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 13 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon 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 Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon 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 Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon 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; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 16 **Termination.**
 - 16.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 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 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

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the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled 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 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 18** **General.**
- 18.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party’s reasonable control.
- 18.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, 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, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.



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18.10 Governing Law. The laws of the state 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. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

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 representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Agency

Signature: _____

Name: _____

Title: _____

Date: _____

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Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

"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.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"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.

- 2** **Subscription Term.** For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("**Axon Evidence Subscription Term**").

- 3** **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.

- 4** **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 are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

- 5** **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.

- 6** **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



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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.

Agency will also maintain the security of end user names 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.

7 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

8 **Storage.** For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

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

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or errors before Agency uploads data to Axon Cloud Services.

- 12** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 12.2.** 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;
 - 12.3.** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4.** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 12.5.** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 12.6.** 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 Cloud Services; or
 - 12.7.** use Axon Cloud Services 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.
- 13** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 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 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.
- 14** **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.
- 15** **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.
- 16** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Professional Services Appendix

1 Utilization of Services. Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 Body-Worn Camera Full Service (BWC Full Service). BWC Full Service includes 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 4 consecutive on-site days, additional days are \$2,500 per day. BWC Full Service options include:

System set up and configuration

- Setup 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 practice 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 1-Day Service (BWC 1-Day). BWC 1-Day includes one 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 1 day of on-site Services, additional on-site assistance is \$2,500 per day. The BWC 1-Day options include:

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System set up and configuration (Remote Support) • Setup Axon Mobile on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
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 (BWC Virtual).** BWC Virtual includes all items in the BWC 1-Day Service Package, except one 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: • 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.

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- **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.

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 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

- | |
|---|
| Removal of existing connection screws that affix a holster to a holster mount |
| Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount |
| Reattachment of the holster to the mount using appropriate screws |
| Functional testing of Signal Sidearm device |

8 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.

9 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.

10 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.

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- 11 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 12 **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 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 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13 **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 **Term.** TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Officer Safety Plan Standard.** The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera ("**BWC**") and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 4 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 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 OSP 7 bundle.

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

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.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included in the OSP 7 bundle. The Axon Records subscription will begin upon the start of the OSP 7 Term and end at the end of the OSP 7 Term, as defined below.

- 5 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month. For phased deployments, each phase has its own start and end date based on the phase's first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date ("**OSP 7 Term**").

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- 6 TAP BWC Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts ("**BWC Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new BWC of Agency's choice.
- 7 TAP Dock Upgrade.** If Agency purchased 3 years of Dock TAP and makes all payments, Axon will provide Agency a new Axon Dock 3 years after TAP starts ("**Dock Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or Dock TAP and makes all payments, Axon will provide Agency a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 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 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 Device, at Axon's option.
- 8 Upgrade Delay.** Axon may ship the BWC and Dock Upgrades at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the second BWC and Dock Upgrade 60 days before the end of the Term without prior confirmation from Agency.
- 9 Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. 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.
- 10 Return of Original Device.** If Axon provides a warranty replacement 6 months before the date of a BWC Upgrade or Dock Upgrade, the replacement is the upgrade. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 11 Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 11.1.** TAP and OSP coverage terminates as of the date of termination and no refunds will be given.
 - 11.2.** Axon will not and has no obligation to provide the Upgrade Models.
 - 11.3.** 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.

- 1 **Term.** If Agency purchases TASER 7 as part of OSP 7 or 7 Plus, TASER 7 starts on the OSP 7 start date. Otherwise, the start date is based on shipment of TASER 7 hardware. If Axon ships TASER 7 hardware in the first half of the month, TASER 7 starts the 1st of the following month. If Axon ships TASER 7 hardware in the second half of the month, TASER 7 starts the 15th of the following month ("**TASER 7 Start Date**"). TASER 7 will end upon completion of the associated TASER 7 subscription in the Quote ("**TASER 7 Term**"). For phased deployments, each phase will have its own 60-month term, with start dates as described above.
- 2 **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge 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.
- 3 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the TASER 7 Start Date. 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 (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 4 **Extended Warranty.** If the Quote includes a TASER 7 plan (TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. The extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term.
- 5 **Trade-in.** If a trade-in discount is on the Quote, 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 discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from TASER 7 Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 6 **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or 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

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during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than 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. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.
- 9** **Termination.** If payment for TASER 7 is more than 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.
 - 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 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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Axon Auto-Tagging Appendix

- 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. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as 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 as soon as reasonably practicable 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

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 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. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.
- 3 **Third-party Installer.** If Agency (a) installs Axon Fleet and related hardware without "train the trainer" Services from Axon; (b) does not follow instructions provided by Axon during train the trainer; or (c) uses a third-party to install the hardware (collectively, "**Third-party Installer**"), Axon will not be responsible for Third-party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for the failure of Axon Fleet hardware to operate per Axon's specifications or damage to Axon Fleet hardware due to a Third-party Installer. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third-party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third-party Installer.
- 4 **Wireless Offload Software.**
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**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 **Wireless Microphone.** The Axon Fleet Wireless Microphone subscription is a 5-year term. If this Agreement terminates for any reason before the end of the 5 years, Agency must pay the remaining MSRP for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless



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Microphone to Axon.

- 6 **Fleet 2 Unlimited.** Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide a 4-year extended warranty on Axon Fleet camera hardware.
- 7 **Fleet 2 Unlimited Upgrade.** For Axon Fleet 2 Unlimited, 5-years after the start of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase, Axon will provide Agency a new front and new rear Axon Fleet camera that is the same or like Device, at Axon's sole option ("**Axon Fleet Upgrade**"). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase. 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.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

- 8 **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:
- 8.1. Axon Fleet Unlimited coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.



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Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus. Axon Aware Plus includes Axon Aware.

- 1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 **Scope of Axon Aware.** The scope of Axon Aware 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 Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 **LTE Requirements.** Axon Aware 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 Aware 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.

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.

- 5 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.



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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Studio, and Axon Performance.

- 1** **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance as part of a bundled offering, the subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2** **Axon Citizen Storage.** For Axon Citizen, 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 Evidence Terms of Use Appendix also apply to Portal Content.

- 3** **Performance Auto-Tagging Data.** In order to provide Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Axon Commander™ Software Appendix

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander 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 Commander;
 - 3.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5 use trade secret information contained in Commander;
 - 3.6 resell, rent, loan or sublicense Commander;
 - 3.7 access Commander to build a competitive device or service or copy any features, functions or graphics of Commander; 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 Commander or any copies of Commander.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. 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 Commander. Axon may provide technical support of a prior release/version of Commander for 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, Agency must immediately destroy Commander, including all copies, adaptations and merged portions in any form.



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Axon Application Programming Interface Appendix

1 **Definitions.**

"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.

"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.

"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.

"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;



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-
- 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 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;
 - 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
 - 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 1 year following the release of an API Update for all depreciated API Service versions.



Master Services and Purchasing Agreement

Advanced User Management Appendix

- 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 **Pricing.** Agency must purchase Advanced User Management for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 3 **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.



Master Services and Purchasing Agreement

Axon Channel Services Appendix

1 **Definitions.**

"Axon Digital Evidence Management System" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"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



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- 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, 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

- 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.

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 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 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 the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue.
 - 6.2. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs.
 - 6.3. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 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



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within the VIEVU solution, Axon will provide Agency 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 from Axon Agency's use of Migration.



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Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
 - 2.1. A Full-Time ASE will work on-site four (4) days per week.
 - 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 ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
 - 2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE 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 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 ASE Scope of Services**
 - 3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
 - 3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

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 Department: Legal
 Version: 8.0
 Release Date: 11/8/2019

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- 3.3.** The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

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 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 ASE 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 ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



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Redaction Services Appendix

- 1 **Scope.** Each month of Axon Redaction Service, Agency may utilize up to the number of redacted videos included on the Quote, or the maximum number of hours, whichever comes first. In order to be considered one video, a video an Agency submits to Axon for redaction must be less than 1 hour. If a video is longer than 1 hour, it will be rounded up to the next hour. For example, if Agency submits a video for redaction and that video is 150 minutes, the video will be considered 3 hours. Agency may not rollover unused redactions and hours from one month to the next.
- 2 **Agency Responsibilities.**
 - 2.1. **Access.** Agency will create an account for Axon within Agency's Axon Evidence tenant. Agency must provision Axon to have only permission to view and redact videos identified for redaction. Upon completion of work or on a periodic basis in alignment with Agency's policy, Agency must manage or disable Axon's access within Agency's Axon Evidence tenant.
 - 2.2. **Policy.** Agency is responsible for providing Axon Agency's standard policy regarding redaction ("**Redaction Policy**"). The Redaction Policy should identify typical objects and audio that need to be redacted from video. Axon will redact videos per the Redaction Policy unless otherwise instructed in writing.
- 3 **Submission.** Agency will identify video for redaction and will submit requests to redactionservices@axon.com. Axon will redact the video according to the Redaction Policy within 72 hours. The redaction will be performed using Axon Evidence's Redaction Studio.
- 4 **Security.** Axon will use CJIS certified employees to perform all redaction services. Axon employees will perform all redactions in a CJIS compliant room.
- 5 **Acceptance of Redacted Video.** Upon completing the redaction, Axon will assign the redacted video to Agency. Agency will review the video within 5 business days of receipt and notify Axon of any required changes. If changes are necessary, Axon will perform such changes within 48 hours of notification. In the event Agency does not notify Axon of any requested changes within 5 business days of receipt of the redacted video, Axon will deem the redacted video accepted by Agency.
- 6 **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.

**AMENDMENT #1
TO
CONTRACT #010720-AXN**

THIS AMENDMENT is by and between **Sourcewell** and **Axon Enterprise Inc.** (Vendor).

Vendor was awarded a Sourcewell Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories effective February 25, 2020, through February 21, 2024, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Vendor has updated its Master Services and Purchasing Agreement to Version 9.0, dated 4/17/20. All references to the Master Services and Purchasing Agreement should be read to mean Version 9.0, which is attached and incorporated.

Remainder of page intentionally left blank.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Author: C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 6/13/2020 | 11:32 PM CDT

Axon Enterprise Inc.

DocuSigned by:
By: Chris Kirby
Author: A3368A04C8124A8...

Chris Kirby
Name – Printed

Title: VP, Sales

Date: 6/12/2020 | 4:27 PM CDT

Sourcewell-APPROVED:

DocuSigned by:
By: Chad Coquette
Author: 7E42B8F817A64CC...

Chad Coquette
Name – Printed

Title: Executive Director/CEO

Date: 6/14/2020 | 2:38 PM CDT



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**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 act as a master agreement governing all subsequent purchases by Agency for the same Axon products 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 therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any 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 offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**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**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 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 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. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. 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.



Master Services and Purchasing Agreement

- 5 **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point 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 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days 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 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.
- 7.2 **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 Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.
- If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload 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 Device sent to Axon for service.
- 7.3 **Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("Spare Devices"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.
- 7.4 **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.
- 7.4.1 **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.**
- 7.4.2 **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**



Master Services and Purchasing Agreement

not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 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.

- 8 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform 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 **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 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 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon 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 Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon 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.
- 16 **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; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.



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17 Termination.

17.1 For Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 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.

17.2 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.

17.3 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 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 Devices received and amounts paid towards those Devices. Only if terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

18 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 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 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.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 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.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 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,



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or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 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.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state 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.

19.11 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. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

19.12 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 representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

"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.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"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.

"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 are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

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



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Cloud Services.

Agency will also maintain the security of end user names 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.

- 6 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offers 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 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 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



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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 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

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.

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.

- 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:

- 13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- 13.2 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;
- 13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- 13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- 13.6 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 Cloud Services; or
- 13.7 use Axon Cloud Services 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.

- 14 **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 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 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.

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- 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, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 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 4 consecutive on-site days, Agency must purchase additional days. BWC 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 practice 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 (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services

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are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC 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 Axon Dock ("Dock") access
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 (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one 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

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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.

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 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

- 7 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

- 8 **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.

- 9 **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.

- 10 **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,

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delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

- 11 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
- 12 **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 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 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13 **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 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 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 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 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 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 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 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. 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 Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

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- 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.

- 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 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 5-year term, which includes the hardware manufacturer's warranty plus the 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.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **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.
- 6 **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 upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **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



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with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.

- 8** **Termination.** If payment for TASER 7 is more than 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:
- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 8.2** 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 30 days of the date of termination.
 - 8.3** 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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Axon Auto-Tagging Appendix

- 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 days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as 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 as soon as reasonably practicable 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

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 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. Cradlepoint installation is outside the scope of this Agreement. 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



Master Services and Purchasing Agreement

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 **Axon Fleet Unlimited Upgrade.** If Agency has no outstanding payment obligations and has purchased the Axon Fleet Technology Assurance Plan ("**Axon Fleet TAP**"), Axon will provide Agency with the same or like model of Axon Fleet hardware ("If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" ("**Axon Fleet TAP**"), Axon will provide Agency with the same or like model of Axon Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote") as schedule on the Quote

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.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

- 7 **Privacy.** 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. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.

- 8 **Axon Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:

- 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 Models.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet TAP.



Master Services and Purchasing Agreement

Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus.

- 1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 **Scope of Axon Aware.** The scope of Axon Aware 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 Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 **LTE Requirements.** Axon Aware 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 Aware 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.

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.

- 5 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.

Add-on Services Appendix

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This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, 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.



Master Services and Purchasing Agreement

Axon Commander™ Software Appendix

- 1 **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
- 2 **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander 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 Commander;
 - 3.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5 use trade secret information contained in Commander;
 - 3.6 resell, rent, loan or sublicense Commander;
 - 3.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; 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 Commander or any copies of Commander.
- 4 **Support.** Axon may make available updates and error corrections ("Updates") to Commander. 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 Commander. Axon may provide technical support of a prior release/version of Commander for 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 Commander.



Master Services and Purchasing Agreement

Axon Application Programming Interface Appendix

1 **Definitions.**

"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.

"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.

"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.

"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;



Master Services and Purchasing Agreement

-
- 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 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;
 - 5.2** the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
 - 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 1 year following the release of an API Update for all depreciated API Service versions.



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Advanced User Management Appendix

- 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.



Master Services and Purchasing Agreement

Axon Channel Services Appendix

1 **Definitions.**

"Axon Digital Evidence Management System" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"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** **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.

- 4** **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.

- 5** **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

- 6** **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.

- 7** **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

7.2 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



Master Services and Purchasing Agreement

- computers and any other materials needed to perform the Channel Services);
- 7.3** Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 7.4** Ensure all appropriate data backups are performed;
- 7.5** Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
- 7.6** Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 7.7** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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VIEVU Data Migration Appendix

- 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.

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 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 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the 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 the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 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 90 days' notice before ending support for the



Master Services and Purchasing Agreement

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 from Axon Agency's use of Migration.



Master Services and Purchasing Agreement

Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
 - 2.1 A Full-Time ASE will work on-site four (4) days per week.
 - 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 ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
 - 2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE 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 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 ASE Scope of Services**
 - 3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
 - 3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

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- 3.3** The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

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 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 ASE 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** **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



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Redaction Services Appendix

- 1 **Scope.** Each month of Axon Redaction Service, Agency may utilize up to the number of redacted videos included on the Quote, or the maximum number of hours, whichever comes first. In order to be considered one video, a video an Agency submits to Axon for redaction must be less than 1 hour. If a video is longer than 1 hour, it will be rounded up to the next hour. For example, if Agency submits a video for redaction and that video is 150 minutes, the video will be considered 3 hours. Agency may not rollover unused redactions and hours from one month to the next.
- 2 **Agency Responsibilities.**
 - 2.1 **Access.** Agency will create an account for Axon within Agency's Axon Evidence tenant. Agency must provision Axon to have only permission to view and redact videos identified for redaction. Upon completion of work or on a periodic basis in alignment with Agency's policy, Agency must manage or disable Axon's access within Agency's Axon Evidence tenant.
 - 2.2 **Policy.** Agency is responsible for providing Axon Agency's standard policy regarding redaction ("**Redaction Policy**"). The Redaction Policy should identify typical objects and audio that need to be redacted from video. Axon will redact videos per the Redaction Policy unless otherwise instructed in writing.
- 3 **Submission.** Agency will identify video for redaction and will submit requests to redactionservices@axon.com. Axon will redact the video according to the Redaction Policy within 72 hours. The redaction will be performed using Axon Evidence's Redaction Studio.
- 4 **Security.** Axon will use CJIS certified employees to perform all redaction services. Axon employees will perform all redactions in a CJIS compliant room.
- 5 **Acceptance of Redacted Video.** Upon completing the redaction, Axon will assign the redacted video to Agency. Agency will review the video within 5 business days of receipt and notify Axon of any required changes. If changes are necessary, Axon will perform such changes within 48 hours of notification. In the event Agency does not notify Axon of any requested changes within 5 business days of receipt of the redacted video, Axon will deem the redacted video accepted by Agency.
- 6 **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.

PEMBROKE PARK POLICE DEPARTMENT



3150 SW 52nd Avenue • Pembroke Park, Florida

Email: dhoward@tppfl.gov
Tel. 954.966.4600 • Fax 954.961.4760

TO: Town Commission

From: Chief Howard #001

SUBJ: Retroactive Pay for Mrs Joy Brown

DATE: 7/27/2022

Since October 2021, Joy Brown has been additionally tasked with many responsibilities within the newly created Police Department. However, she is still charged with work in her previous positions as Events Coordinator and the Administrative Assistant to the Town Commission.

In her many roles, Mrs. Brown has been working, on average, 20 additional hours per week to maintain a high level of service within her three current positions. I have taken this average of time and compiled the following payment:

Based on her previous annual salary of \$50,000 as the Events Coordinator and Administrative Assistant to the Commission, her hourly rate would be \$24.04.

I believe that Ms. Brown should receive retroactive pay which is currently \$21,155.20. This figure is based on \$24.04 per hour at 20 hours per week which is \$480.80. The Town is in it's 44th week for this fiscal year. I believe that Ms. Brown should continue to receive the additional compensation until the end of the fiscal year when the position for Events Coordinator and Administrative Assistant to the Commission is expected to be filled.

The cost for compensation would \$3,846.40 (\$961.60 per pay period for the four remaining pay periods). Total compensation for her additional duties would be approximately \$25,001.60 for fiscal year 2021-2022.

It is hoped that the Town will onboard a new Administrative Assistant/Events Coordinator by October 2022; however, Mrs. Brown will always be available to assist wherever her skills are required.

AGENDA ITEM REPORT



To:

Subject: Raymond P. Oglesby Preserve - roof repair

Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

BACKGROUND INFORMATION:

This is a shingle repair.

FINANCIAL IMPACT:

Total cost: \$3,200.00

RECOMMENDATION:

We are recommending approval of the lowest bid.

ATTACHMENTS:

[1558_001](#)

DAVIE: 954-792-ROOF (7663)
N. BROW: 954-566-ROOF (7663)
S. BROW: 954-981-ROOF (7663)
DADE: 305-981-ROOF (7663)
FAX: 954-964-ROOF (7663)
1-877-981-ROOF (7663)

**Paul Bange
Roofing
Inc.**
Proposal

The
Overhead
Care Club



STATE CERT. CC C033691
LICENSED AND INSURED

7000 S.W. 21 ST PLACE
DAVIE, FLORIDA 33317

Member of
Better Business Bureau

PROPOSAL SUBMITTED TO				DATE		MOBILE	
FIRST NAME <u>Pembroke Park Preserve</u>		LAST NAME		JOB NAME		HOME	
STREET <u>3115 SW 52nd Ave</u>				STREET			
CITY <u>Pembroke Park</u>		STATE <u>FL</u>	ZIP <u>33023</u>	CITY		STATE	ZIP
EMAIL							

We hereby submit specification and estimate for

****Repair 37' of wall flashing ****

1) Remove shingles over the affected area (s).

2) Remove underlayment.

3) Remove damaged wood, and flashing as needed in repair area.

4) Install new wood, flashing as needed in repair area.

5) Install self adhered base sheet.

6) Install new shingles.

7) Remove and dispose associated roof debris.



We hereby propose to furnish labor and materials complete in accordance with the above specifications for the sum of
Eleven thousand one hundred dollars (\$ 11,100.00)

payment to be made as follows **No Deposit: To be paid in full day of completion.**

METHOD OF PAYMENT **Cash, Check**

NOTE TO BUYER, GENERAL CONTRACTOR OR OWNER: *Paul Bange Roofing Inc.* hereby proposes to furnish the above labor and material in accordance with the above specifications.
A deposit of \$ 0 is required upon acceptance and the balance as work progresses in direct ratio to work completed. Payment in full to be made upon completion of the job.

WARRANTY TO ORIGINAL OWNER: *Paul Bange Roofing Inc.* warrants workmanship for a period of 1(one) years, but reserves the right to supervise or inspect all work subsequently performed by other parties to the roof, for a reasonable fee. Without this supervision or inspection, all warranties are null and void. Warranty is transferable to new owner upon written application (subject to approval and payment of 10% of contract price. Warranty is contingent upon job payment in full. All materials furnished will be as specified and work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications will become an extra charge over and above the estimate of labor and usual costs of our agreements.

Paul Bange Roofing Inc. will exercise reasonable care when performing the work, but cannot be held responsible in any manner for damage to driveways, sidewalks, foliage, shrubbery, screening, septic tanks, gutters, pipes, or cables, above or below ground. We will not be held responsible for water damage to the exterior or interior of the premises. CUSTOMER IS URGED TO COVER FURNITURE AND OTHERWISE PROTECT THEIR PROPERTY. We cannot assume responsibility for any damages done to the roof by other tradesmen or parties. *Paul Bange Roofing Inc.* cannot be held responsible for damage done to any lumber by termites, carpenter ants, or any other wood boring insects. Such wood will be replaced at an additional charge.

THIS CONTRACT IS SUBJECT TO OFFICE APPROVAL

Authorized Signature [Signature]

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. *Paul Bange Roofing Inc.* is authorized to do the work as specified. Payment will be made as outlined above. This proposal has the power of a contract when signed and accepted. I have read and agree to the terms and conditions as stated on the front and back of this contract.

ACCEPTED

Signature _____

Print _____

Date _____

7000 S.W. 21ST PLACE
DAVIE, FLORIDA 33317
954-981-ROOF (7663)
FAX 954-964-ROOF (7663)

**Paul Bange
Roofing
Inc.**



STATE CERTIFICATE
CC C033691
LICENSED AND INSURED

WARRANTY INFORMATION ROOF REPAIRS

Name Pembroke Park Preserve Address 3115 SW 52nd Ave Pembroke Park

Paul Bange Roofing, Inc. warrants workmanship, material and labor on repaired area(s) for a period of 1 (one) year(s).

 TIE-IN

On some occasions water can travel from an adjacent portion of the roof and give appearance that the repaired area is leaking. This warranty does not cover leaks occurring from any roof area outside of repaired area.

 WALLS/WATERPROOFING

Weather does not only affect the roof. Therefore walls, windows, copings, gutters, chimneys, etc. may require waterproofing upon completion of repair. This warranty does not cover these items.

 ACCESS

There is limited access to the underside of the roof deck surface. In order to minimize the cost of the repair we have used a process of elimination to determine the source of the roof leak. If future repairs are needed they can be done at an additional charge.
(Limited to \$180/man-hr x _____).

 APPEARANCE

The roof repair(s) may not match the color of your existing roof due to age and/or availability of material beyond our control.

 NAIL-ON TILE

This tile roof uses a "nail-on" fastening system, in accordance with industry standard and the Florida Building Code. However, each nail through each tile is a potential leak. In order to keep the price as low as possible, we have used a process of elimination to determine the source of the leak. If further repairs are needed they can be done at an additional charge.

 AIR CONDITIONERS/MECHANICAL/ELECTRICAL

Electrical and mechanical equipment may exist on your roof, such as a solar unit, conduit, electrical fans, duct work, A/C unit, curbs, pitch pans, etc. These areas can also be sources of future water intrusion. A licensed a/c contractor may be needed. These items cannot be covered under this warranty.

 OTHER

Customer Signature _____ Date _____

Cherry Roofing
3901 SW 40th Ave
West Park, FL 33023
954-963-2741



PROPOSAL

TO: Town of Pembroke Park
Juan Yequi
3115 SW 52 Avenue
Pembroke Park, FL 33023
Unit: Pembroke Park
Reserve
954-275-2906
jyequi@tppfl.gov

Project:
OPP#: 5507
Date: 07/19/2022
Sales: Bobby Cherry
Phone: 954-658-9878
Email: bobby@cherryroofs.com

Scope of Work

1. Shingle Repair	\$3,200.00
1 story along L Flashing of Wall	
<i>Description of Services:</i>	
Remove all present roofing material along leak area	
Replace any damaged or rotten sheathing if needed	
Repair/ replace wall flashing showing any signs of deterioration.	
Seal repaired area and install new 30 # felt paper and nail and tin caps	
Weave new shingles back into repaired area	
Subtotal	\$3,200.00
*0% Tax:	\$0.00
TOTAL	\$3,200.00

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954-963-2741



Terms and Conditions

1) This roof will be guaranteed for a period of twelve (12) Months against faulty workmanship and faulty materials. Please Note: Warranties do not cover any exposed wood (example = fascia). Also, warranties are not automatically transferred. New homeowners MUST contact Cherry Roofing immediately after closing. There will be a transfer fee based on the amount of the original contract and the time remaining on the warranty.

2) Cherry Roofing Enterprises, Inc. will not be responsible for removal of old gutters or for the purchase of new gutters. Cherry Roofing Enterprises, Inc. will not be responsible for reinstallation of old gutters that have been removed. If gutters must be removed to install the roof, it will be the sole responsibility of the client, unless specifically detailed in the terms of the contract. Reinstallation of old gutters or purchase of new gutters will be the responsibility of the client, unless specifically detailed in the terms of the contract.

3) Down payment or periodical draws will be discussed upon signing of contract.

4) Owner is responsible to protect interior and exterior furnishings from dust and debris during roofing process.

5) This contract price includes all taxes and permit.

6) This contract price does NOT include any permits, letters, or fees associated with gas vents.

7) No carpentry work, woodwork, or painting is included in this contract unless mentioned in the specifications. Cherry Roofing shall not be responsible for the damages whether before commencement of or during the said work, or after said work, caused by strikes, war, acts of God, sudden rains, storms, windstorms, or any event beyond our control. All work to be done or guaranteed shall be set forth in specifications. No promises, verbal or otherwise, will be valid. In the event payment is not made as stated in specification, all fees incurred in collection, such as attorney fees, court cost, collections agencies, are to be paid by signer or owner. Any interruption in the work agreed upon in this contract which is not the fault of Cherry Roofing or beyond the control of the same will be billed according to the time and material, lost work done, or attempted to be done, on this roof other than Cherry Roofing, or their agents, relieves the warrantor from any further obligation hereunder. Should any leak occur, within the period of our guarantee, due to defective materials or workmanship supplied and furnished by us, we hereby agree to repair same without charge, upon receipt of the proper notice in writing, by certified mail, providing that the job complained of has been promptly paid in full. This guarantee shall apply to labor and materials only and does not cover damage to personal property which occurs as a result of leakage after roof is installed. We do not guarantee against leakage due to: footwear, improper building or roof deck construction, fire, hail, tempest or hurricanes, or to punctures made by fastening or wire fixtures, nor the erection of any hatchway, penthouse, flagpole, pipe or other structure, support or brace, subsequent to completion of our work on your property. We cannot be responsible for sidewalks, lawns, awnings and fences for access to the building. We cannot be responsible for ceiling damage during the process of roofing, condition of solar, gutters, and mortar matching with the color tile. This contract covers only that work which is specifically designated herein and does not cover any additional repairs which are found necessary after commencement of work. This is not transferable unless mentioned in the above specifications. Not responsible for screen enclosures. If the project is delayed for more than 90 days for any reason that is NOT the fault of Cherry Roofing, the price may need to be reevaluated due to material price increases. If the permit is not closed due to NO FAULT of Cherry Roofing the customer will be responsible for all fees that may incur.

BUYERS RIGHT TO CANCEL You may cancel this agreement by mailing a notice to Cherry Roofing. This notice must be postmarked before midnight on the third business day after signs this agreement. If you cancel this agreement Cherry Roofing may keep all or part of any cash down payment, not to exceed the lessor of 25 (Twenty-Five) percent of the total contract. Should you decide to cancel for any reason after the building permit has been issued you will be responsible for the entire cost of the permit. Due to the nature of roofing work, we strongly

Cherry Roofing
3901 SW 40th Ave
West Park, FL 33023
954-963-2741



recommend that the following be completed by the customer prior to our commencing work: 1. Cover furniture with a drop cloth. 2. Remove any lamps, art objects or other breakable items from room. 3. Remove any debris that may have fallen in swimming pool after each phase of roof work. Although we take all due care, CHERRY ROOFING, LLC. cannot be responsible for any dirt or small debris that might fall through sheathing on exposed ceiling type roofs, therefore there may be some clean up (vacuuming, dusting, etc.) required of the customer after completion of job.

Make All Checks Payable to: Cherry Roofing

The terms and conditions of the foregoing Proposal, specifically including contract price, are valid only for a period of thirty (30) days.

Contractor

07/19/2022

Cherry Roofing

Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Accepted by Print: _____ Signature: _____ Date: _____

Cherry Roofing
3901 SW 40th Ave
West Park, FL 33023
954-963-2741



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AGENDA ITEM REPORT



To:

Subject: Stormwater Master Plan

Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

BACKGROUND INFORMATION:

This is to update the Town's stormwater master plan.

FINANCIAL IMPACT:

Total costs: \$143,500.00

RECOMMENDATION:

We are recommending approval based on the CCNA contract with Kimley Horn & Associates.

ATTACHMENTS:

[Pembroke Park SWMP Update Proposal](#)



July 13, 2022

Mr. Robert Clark
Public Services Director
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

**RE: *Stormwater Masterplan Update #1
Pembroke Park, FL***

Dear Mr. Clark:

Kimley-Horn and Associates, Inc., (hereinafter referred to as "Consultant", "We" or "Kimley-Horn"), in connection with the Town of Pembroke Park "Civil Engineering Consultant Services Agreement RFQ 22-03" is pleased to submit this proposal to the Town of Pembroke Park, (hereinafter referred to as "Client" or "Town"), to provide professional services associated with updating the Town's Stormwater Master Plan.

Project Understanding

The Town was incorporated on December 10, 1957 and the original Stormwater Master Plan (SWMP) was completed in July 2001. The Town of Pembroke Park currently operates stormwater management facilities and programs within the Town. To address flood protection for its residents the Town seeks to identify and address critical issues through the creation and implementation of a Stormwater Master Plan. The SWMP update will include a Capital Improvement Plan (CIP) that addresses ten priority stormwater improvement projects (basins) throughout the City based on observed flooding, flood complaints, roadway conditions, traffic volumes, and hydraulic analysis. The SWMP update will also include the development of an Operation and Maintenance program with an annual budget to improve the condition and performance of the Town's new and existing stormwater infrastructure.

The intent of this SWMP Update is to enable the Town to examine the performance of the existing stormwater infrastructure, the effectiveness of the current Operation and Maintenance program and to identify prioritized capital improvement projects for future system improvements, improved stormwater management, and water quality improvements throughout the Town of Pembroke Park. In addition, this SWMP Update will review, and address impacts associated with sea level rise, resiliency, and changes in the construction industry that should be reviewed and incorporated into the budgets for the stormwater program.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – PROJECT INITIATION/MEETINGS

The purpose of this task is to initiate the project including identifying project protocols and establishing the necessary coordination between the Kimley-Horn and Town staff. Kimley-Horn will

kimley-horn.com

8201 Peters Road, Suite 2200, Plantation, FL 33324

954 535 5100

conduct a project Kick-off meeting after receiving notice to proceed from the Town. At this meeting, information will be reviewed about previous storm water management efforts and experiences, particularly those relative to ongoing flooding and pavement deterioration within the Town. The meeting will address the project schedule, coordination requirements, project goals, and project objectives.

Up to four (4) coordination meetings may be required between the Town and Kimley-Horn throughout the duration of the project.

Deliverables:

Kickoff meeting and four (4) coordination meetings

TASK 2 – STORMWATER DATA COLLECTION

Kimley-Horn will collect and evaluate information contained in the original Storm Water Master Plan and readily available information that has been prepared since completion of the original Storm Water Master Plan. The data collection will be limited to the Town's corporate limits and offsite areas that directly impact the Town's drainage system. Types of data that may be collected by Kimley-Horn include:

1. NPDES Permit information and data (from the Town and Broward County)
2. Town ordinances, regulations or guidelines for storm water management
3. Storm Water management and land use Geographic Information System (GIS) coverage (from Town)
4. Design and record drawings of completed or proposed storm water management/drainage projects
5. Citizen complaint reports/Public Works Department Work Orders (from Town)
6. Records of storm water management problem areas (from Town)

Kimley-Horn will prepare a brief memorandum summarizing the data collected to support the development of the Storm Water Master Plan Update. This memorandum will also include identification of additional data needs, if any, to complete the Plan. This task does not include physically collecting field data such as topographic surveys or geotechnical testing.

As part of this task, Kimley-Horn will build upon the field inventory of the Town owned and operated primary and secondary storm water system that was initiated with the original SWMP. This inventory will be limited to identifying and logging a total of 50 storm water structures or facilities through visual observation. The intent of the inventory will be to determine the general maintenance condition of storm water structures, outfalls, and facilities throughout the Town not reviewed as part of previous master planning efforts.

Deliverables:

Data Collection memorandums

TASK 3 - STORMWATER MASTER PLAN UPDATE

The result of this task is to develop a Stormwater Master Plan Update that utilizes the services performed and information collected in Tasks 1 and 2. This task will be conducted in the following three sub-tasks.

- 3.1 Existing Problems/Needs Assessment
- 3.2 Hydrologic/Hydraulic Modeling
- 3.3 Summary of Needed Improvements/Capital Improvements Plan (CIP)
- 3.4 Resiliency Alternatives

3.1 Existing Problems/ Needs Assessment

Kimley-Horn will meet with Town Staff to review stormwater complaints, identify the locations of stormwater problem areas and collect information relative to problem nature, and severity. In addition, Kimley-Horn will visit the Town during major storm events (rainfall lasting more than one-hour) that occur during the data collection and existing problems/needs assessment phases. The purpose of the visits will be to identify additional stormwater problem areas (locations where roadway flooding extends across an entire travel lane or where buildings appear to be in danger of flooding). Once these areas have been identified, the drainage deficiency map will be modified depicting the stormwater problem areas remaining as they relate to the current stormwater master plan and the additional stormwater problem areas identified as part of this assessment. This exhibit will be provided to the Town for review.

Once the exhibit depicting stormwater problem areas has been created, Kimley-Horn will meet with the Town to identify up to eight (8) Priority Sub-basins for Hydrologic/ Hydraulic modeling. The selection of the Priority Sub-basins will be based on the Sub-basin boundaries defined in the previous Stormwater Master Plan and the severity of stormwater problems within each Sub-basin. The exhibit will also indicate stormwater improvements that have been completed since the previous SWMP.

3.2 Hydrologic/Hydraulic Modeling

Kimley-Horn will develop a hydrologic/hydraulic (H/H) stormwater model to evaluate the Priority Sub-basins. All stormwater facilities within a Priority Sub-basin may not be included in the model if they are not required to evaluate the area. Kimley-Horn will develop hydrologic and hydraulic stormwater models for the selected Sub-basins using SFWMD Cascade or another model acceptable to the Town. Typical data required for these models include:

- Stage/Storage relationships
- Time of Concentration
- Soils Infiltration/Storage
- Impervious Areas

- Curve Number/Runoff Coefficient
- Stormwater Facility Information
- Rainfall Data
- Flow Data
- Conceptual Sea Level Rise Impacts

The design level of service (LOS) goal for each Priority Sub-basin will be based on recommendations contained in the original Stormwater Master Plan. Kimley-Horn will execute the model for the following storm events:

- 5-year/ 24-hour
- 10-year/ 24-hour
- 25-year/ 72-hour
- 100-year/ 72-hour

Model input and results of existing condition model will be reviewed with the Town prior to proceeding with modeling of alternative solutions. The alternative solutions will include stormwater management practices that may be required to accommodate the change in level of service due to stormwater resiliency impacts. Utilizing the H/H model Kimley-Horn will evaluate up to two alternative solutions for each of the selected Priority Sub-basins. The recommended improvements may include both structural and nonstructural controls to address the storm water management problems identified.

In addition to storm water management, Kimley-Horn will utilize a spreadsheet model to estimate storm water quality or pollutant load reductions for total suspended solids, total phosphorus, and total nitrogen based on existing load use and proposed water quality improvements.

3.3 Summary of Needed Improvements/Capital Improvements Plan (CIP)

Utilizing the results of the above outlined tasks, Kimley-Horn will summarize the improvements that are needed to upgrade the level of service for the Town's stormwater system. This task will be summarized in a prioritized manner and will address the opinion of probable cost associated with each improvement.

The Town's CIP will be presented in a spreadsheet format. Each project will be outlined with a description and corresponding budget. A brief summary of each project including anticipated pollutant load reduction will be included as part of the CIP. The CIP will include updated budgets for projects included in the previous SWMP as well as budgets for improvements to meet level of service goals in the Priority Sub-basins identified in this SWMP Update, and Operation and Maintenance costs for the Town's storm water system. This scope of work does not include evaluation of the stormwater utility management report, review of the current stormwater utility rate, additional data for project funding, MS4, or CRS compliance. Those evaluations or supporting documentation can be provide for specific basins as an additional service.

Upon completion of the above noted sub tasks, Kimley-Horn will prepare and distribute a draft copy of the Stormwater Master Plan Update to the Town. Kimley-Horn will meet with the Town staff to present the contents of the report.

Kimley-Horn will incorporate comments from the Town staff and submit the final Stormwater Master Plan Update.

3.4 Resiliency Alternatives

By updating the Town's current Stormwater Master Plan, the Town is leading the way in resiliency planning and combating flooding by focusing on the effects of sea level rise. The intent of this SWMP Update is to develop a capital improvement program that will ultimately protect and enhance the quality of life of its residents and visitors and improve the long-term outlook for future generations. The Town recognizes that their residents have experienced hurricanes and tidal events that have directly impacted their community, and this project illustrates that the Town shares the same level of urgency to implement the resiliency goals and objectives that will be outlined in this SWMP Update.

As part of this Task, we will evaluate flood control LOS, vulnerability, resiliency, and potential risk for the Primary Stormwater Management System and infrastructure from existing sea level conditions and tides (normal ranges of high tides and extreme event surges generated from severe storm events) based on the model results from Task 3.2. We will account for resiliency by raising the water table level twelve inches (12"). The designs will then utilize best management practices to account for the reduction in ground water storage resulting from the raised water table. As part of reviewing resiliency alternatives, the Consultant will focus on cost-effective solutions and work closely with the Town to develop a phased approach that makes economic sense.

Additionally, the Consultant will discuss with the Town the current design level of service goals to see if modifications are necessary.

This task does not include the design or feasibility of stormwater pump stations to address stormwater management. If the intent is to add stormwater pump stations that would be an additional service.

Deliverables:

- Draft Report
- Final Report

TASK 4 – VULNERABILITY ANALYSIS

Kimley-Horn will collect and evaluate information related to vulnerabilities associated with sea level rise, storm surge, and extreme “king” tides. This task includes collecting publicly available sea level rise projections for the Town, NOAA Sea, Lake, and Overland Surges from Hurricanes (SLOSH) storm surge inundation maps for the Town, and NOAA tidal information for the nearest tidal gauge to the Town. Kimley-Horn will review up to 15 years of historic tidal information to understand the extent to which king tides are currently experienced within the Town.

Kimley-Horn will review the Town's existing GIS layers to determine their completeness with regards to understanding pathways for inundation for sea level rise, storm surge, and king tides. Kimley-Horn will communicate what additional infrastructure, if any, is necessary to be inventoried or surveyed to complete this dataset.

Kimley-Horn will review the collected Town GIS layers and underlying vulnerability information to prepare a series of maps of all roadways vulnerable to flooding due to their elevation, connection to receiving waters, and overlay with publicly available vulnerability layers. These maps will be used to identify roadways or portions of roadways subject to potential flooding for various storm surge and sea level rise scenarios. This analysis includes the analysis of up to five scenarios, to be selected by the Town. A scenario is defined as a vulnerability, such as king tides or the storm surge associated with a Category 1 storm, with a certain level of potential future sea level rise applied, such as the NOAA Intermediate-High projection for 2050 or 2070.

Deliverables:

- PDF maps and GIS layers of the roadway assets shown to be vulnerable to the five selected potential flooding scenarios

Additional Services

The following services are not included in the scope of services, but can be provided as additional services if authorized by you:

1. Environmental surveys, studies, or reports
2. Temporary and/or permanent easement development/acquisition

Schedule

We will provide our services within a reasonable length of time to meet a mutually agreed upon schedule.

Fee and Billing

Kimley-Horn will perform the Scope of Services in **Tasks 1-4** for the lump sum fee below. Individual task amounts are informational only.

Task No.	Description	Fee
1	Project Initiation/Meetings	\$7,500
2	StormWater Data Collection	\$46,000
3	Stormwater Master Plan Update	\$70,000
4	Vulnerability Analysis	\$20,000
	Total Lump Sum Fee	\$143,500

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Closure

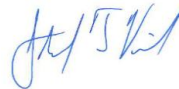
The terms and conditions of Town of Pembroke Park "Civil Engineering Consultant Services Agreement" Contract; RFQ 22-03 shall govern this scope of services.

We appreciate this opportunity to submit this proposal. Please contact Stefano Viola at 954-535-5133 if you have any questions.

Very truly yours,



By: Gary R. Ratay P.E.
Vice President



Stefano Viola, P.E.
Project Manager

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AGENDA ITEM REPORT



To: Town Commission
Subject: Proposal for the Wastewater Master Plan Update
Meeting: AGENDA WORKSHOP COMMISSION MEETING - July 27, 2022
Department: Public Works
Staff Contact:

BACKGROUND INFORMATION:

The last wastewater master plan has expired and must be updated to consider the current and future needs of the Town sewer infrastructures.

FINANCIAL IMPACT:

\$372,490

POLICY IMPLICATIONS:

Sewer funds

RECOMMENDATION:

Staff recommends to approve the proposal

ALTERNATIVES:

Select fewer tasks under the proposal

ATTACHMENTS:

[4349-PembrokeParkWWMP-Proposal](#)
[Engineering-Cost-Estimate](#)

Roy Brown, Finance & Budget Director	Status: Approved - Aug 05 2022
Melissa Anderson, Town Attorney	Approved - Aug 05 2022
JC Jimenez, Town Manager	Approved - Aug 05 2022
Marlen Martell, Town Clerk	Approved - Aug 05 2022

TOWN OF PEMBROKE PARK

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

PROFESSIONAL SURVEYING & ENGINEERING SERVICES

FOR

**DEVELOPMENT OF AN UPDATED
WASTEWATER MASTER PLAN**

DATED: JULY 18, 2022



CRAIG A. SMITH & ASSOCIATES
Consulting Engineers • Planners • Surveyors
21045 Commercial Trail, Boca Raton, FL 33486
Phone (561) 314-4445 FAX (561) 314-4458

CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE
FOR
DEVELOPMENT OF AN
UPDATED WASTEWATER MASTER PLAN

PROJECT NAME: TOWN OF PEMBROKE PARK WASTEWATER MASTERPLAN

PROPOSAL NO: 4349

PROJECT DESCRIPTION: Providing professional surveying, engineering, conceptual design and cost estimates for the preparation of an Updated Wastewater Master Plan described in Exhibit "A" (attached) and identified as UPDATED WASTEWATER MASTER PLAN:

OWNER: Town of Pembroke Park
Attention: Juan C. Jimenez, Town Manager
Address: 3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Phone: (954) 966-4600

**TOWN OF PEMBROKE PARK
UPDATED WASTEWATER MASTER PLAN
SCOPE OF SERVICES**

INTRODUCTION

An aging wastewater collection system and growth in both industrial and residential development have put a strain on the reliability and the capacities of the existing system. In 2001 the Town of Pembroke Park adopted a Wastewater Master Plan and began upgrading and improving the existing system to meet the service requirements of the Town. It has been twenty years since the plan was implemented and needs to be updated to address the current conditions of the infrastructure and increases in both residential and commercial/industrial customers.

The Town of Pembroke Park was originally developed with industrial development and Mobile Home Parks on what is the East side of the Town. Originally incorporated in 1957 and reincorporated in 1959 under State Charter. The original wastewater system consisted of Private lift stations and force mains that transmitted the wastewater to be treated by the City of Hollywood. In 1978 the Town annexed Holly Ridge Farms and a commercial corridor along Hallandale Beach Boulevard to make the two areas contiguous. The west side of Town originally sent wastewater to Dade County for treatment. During the 1970's the Town expanded their wastewater system to create a municipal Sewer System including taking over the Sewer Systems controlled by the High Ridge Water System. Broward County took over the water system. By the 1990's the wastewater systems lift stations along with many of the private systems were nearing the end of their useful life. The Town then commissioned a Wastewater Master Plan to determine the best way to improve the Wastewater Collection System and prioritize future improvements.

Using the Master Plan the Town Rebuilt 24 lift stations, added Sanitary Sewerage to most of the communities on the West side of Town. The Town acquired the sanitary sewerage systems within the Mobile Home Parks and Commercial Lift Stations that served multiple owners. This allowed the Town to upgrade the systems to meet current standards. It has been twenty years since the Master Plan was written and it is now time for a full review of the system, to address changes needed because of system age and development from the past 20 years and planning for the next twenty years.

During the Past twenty years development has increased including more than 1.6 Million square feet of industrial warehouse largely on land reclaimed from Meekins Lake. Apartment Complexes with more than 1500 units were built on former nursery properties on the West Side of Town

Service Area

The Service Area for the Town of Pembroke Park is the entire town limits.

Existing Facilities

The Town of Pembroke Park Currently has 34 Town lift stations and one master lift station operating in the Town's system. The sewer system consists of a backbone force main system which transports the sewerage that is pumped from the individual stations, through 2 meters and eventually to the Hollywood Regional Wastewater Treatment Plant for treatment. One meter sends the wastewater through the Broward County Force Main System to the Hollywood Collection System, the other goes directly to the Hollywood Collection System.

There are at least 5 private lift stations pumping into the system. These private systems may or may not be maintained properly.

SCOPE OF SERVICES

The scope of the project is to create an updated Wastewater Master Plan (WWMP) to identify, document and evaluate the Town's existing wastewater management system. The project will evaluate the existing force main network within the Town. The plan will identify existing Lift station and line conditions and capacities and analyze future needs. The WWMP will outline a systematic phased approach to achieve system reliability, system capacity, increased efficiency and identify the infrastructure required to achieve these goals

Detailed Scope is as follows:

I. Lift Station Evaluation

It has been more than 15 years since the lift stations were upgraded under the prior Master Plan Rehabilitation Project. CAS will conduct site visits at each Town lift stations and identify deficiencies of each station. A list of probable costs of construction will be provided within the report.

Task I Lump Sum Fee: \$71,700

II. Determine Existing and Future Flows of Lift station Collection Areas

Identify collection areas for lift stations added since the prior Master Plan. Information will be gathered regarding the flow of all lift station collection areas, verify densities, lot counts and comparing these flows to the monthly water billing records. CAS will evaluate the potential for future flows by utilizing existing land uses, future land uses, and existing plots. We will evaluate the potential for future flows within

the system in order to develop future flow characteristics. The data will be used in the modeling of the system to determine proposed improvements to the pipe network.

Collection systems will be evaluated to determine areas with inflow/infiltration (I/I) issues to prepare a recommendation of areas for further examination and repair of inflow/infiltration. Flow monitoring will be done in search of areas of where I/I are excessive and need to be completely evaluated and repaired.

Task II Lump Sum Fee: \$94,400

III. Evaluation of the Force Main System.

The force main system is mostly original and nearing the end of its useful life. CAS will evaluate the existing condition, capacity used and needed. We will make recommendations for repair, replacement, upsizing or rerouting where necessary.

Task III Lump Sum Fee: \$54,500

IV. System Modeling

- A. CAS will analyze the force main network utilizing computer flow model for both the existing and future conditions. The model will help identify any deficiencies within the pipe network.
- B. Will evaluate flows to both meter systems to ensure that conditions of the agreements will be met.

Task IV Lump Sum Fee: \$70,760

V. Update Sewer Atlas:

The existing Sewer Atlas has not been updated to show the entire system. CAS will use data to be supplied by the Town from building permit records and other sources to produce a new Sewer Atlas detailing Public and Private sewer gravity mains, lift stations, force mains, and sewer meters.

Task V Lump Sum Fee: \$21,500

VI. Data Collection and Evaluation:

- A. Meetings with Town staff to identify where observed issues with operation and maintenance of the wastewater collection system and to help prioritize issues to be addressed.
- B. Research existing data, permits, policies, regulations available including but not limited to, the Town of Pembroke Park, Broward County, and Florida Department of Environmental Protection (FDEP) where available.
- C. Field verify (visually, no survey) the wastewater system noting equipment and conditions.

Task VI Lump Sum Fee: \$27,050

VII. Updated Wastewater Master Plan Report

Produce comprehensive report per previously outlined scope of work including but not limited to:

- A. Existing wastewater infrastructure assessment.
- B. Hydraulic Models analyzing existing and proposed improvements to the wastewater system.
- C. Recommendations for upgrading wastewater infrastructure, inclusive of cost estimates as well as conceptual design for planning/budgeting purposes.
- D. Prioritization of Capital Improvement Projects.
- E. Identification of possible funding sources.
- F. Recommendation for modification of wastewater ordinances, policies on wastewater connection and enforcement.
- G. Deliverables:
Electronic copy of WWMP at the Draft and Final phases.
Two (2) hard copies of the WWMP at Draft and Final phases
Four (4) hard copies of full-size Updated Sewer Atlas Map

Task VII Lump Sum Fee: \$32,580

Total Wastewater Master Plan Fee: \$372,490

AGREED TO AND ACCEPTED BY:

CRAIG A. SMITH & ASSOCIATES

TOWN OF PEMBROKE PARK

Geoffrey Jacobs, Mayor

Date

Town of Pembroke Park Development of an Updated Wastewater Master Plan; Proposal: 4349

Task	Senior Supervising Engineer (\$/Hour)	Project Manager (\$/Hour)	Project Engineer (\$/Hour)	Senior CADD Tech. (\$/Hour)	CADD Tech. (\$/Hour)	Senior Field Rep. (\$/Hour)	Professional Surveyor and Mapper (\$/Hour)	Survey Coordinator Manager (\$/Hour)	Survey Crew (2- Man) (\$/Hour)	Soft Dig (\$/Hour)	Total	Task Total
Existing Facilities	\$195	\$145	\$125	\$125	\$90	\$125	\$150	\$125	\$160	\$495		
IC Station Evaluation												
a) Survey LS (Top, Dia, Meas Down, Bottom (2HR/LS)				\$10,000			\$3,000	\$5,000	\$12,800		\$30,800.00	
b) Set Control				\$2,500					\$12,800		\$15,300.00	
c) Engineering 4 HR/LS field Evaluation	\$15,600					\$10,000					\$25,600.00	\$71,700.00
II. Determine Existing and Future Flows of Lift Station Collection Areas												
a) Lift Station Evaluation 8 Hrs/LS	\$15,600	\$11,600	\$20,000								\$47,200.00	
b) LS Future Flows	\$15,600	\$11,600	\$20,000								\$47,200.00	\$94,400.00
III. Evaluation of the Force Main System												
a) 100 PotHole Locates (Digs)										\$49,500	\$49,500.00	
b) Investigation						\$5,000					\$5,000.00	\$54,500.00
IV. System Modeling												
a) Model the flows on computer	\$29,250	\$14,500	\$18,750								\$62,500.00	
b) Evaluate flow to meter data	\$4,875	\$1,885	\$1,500								\$8,260.00	\$70,760.00
V. Update Sewer Atlas												
a) Update System Atlas				\$12,500	\$9,000						\$21,500.00	\$21,500.00
VI. Data Collection and Evaluation												
a) Meeting with town staff	\$1,950	\$725	\$625			\$1,250					\$4,550.00	
b) Research Existing data						\$7,500					\$7,500.00	
c) Field Verify (visual, no survey)						\$15,000					\$15,000.00	\$27,050.00
VII. Update Wastewater Master Plan												
a) Existing Wastewater Infrastructure assessment						\$2,500					\$2,500.00	
b) Hydraulic Model Analysis	\$7,800										\$7,800.00	
c) Recommendations for upgrade	\$7,800										\$7,800.00	
d) Prioritization of Capital Improvement Projects	\$3,900	\$1,450	\$1,250			\$5,000					\$11,600.00	
e) Identification of possible funding sources		\$580	\$500								\$1,080.00	
f) Recommendation for modification of wastewater Ordinance		\$580	\$500								\$1,080.00	
g) Deliverables: Electronic Copy of WWMP at the Draft and Final Phase					\$720						\$720.00	\$32,580.00
	\$102,375	\$42,920	\$63,125	\$25,000	\$9,720	\$46,250	\$3,000	\$5,000	\$25,600	\$49,500	\$372,490.00	
Hours	525	296	505	200	108	370	20	40	160	Lump Sum		

Inflation Rate Reference

[Historical Inflation Rates: 1914-2022 | US Inflation Calculator](#)

Prior Projects Sewer Master Plan

Project number: 9907485CP 9907485LS
Original Cost: \$123,940.00 \$84,580.00

Page 10 of 10

	Inflation												Yearly		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
1998	1.6	1.4	1.4	1.4	1.7	1.7	1.7	1.6	1.5	1.5	1.5	1.6	1.6	\$125,923.04	\$85,933.28
1999	1.7	1.6	1.7	2.3	2.1	2	2.1	2.3	2.6	2.6	2.6	2.7	2.2	\$128,693.35	\$87,823.81
2000	2.7	3.2	3.8	3.1	3.2	3.7	3.7	3.4	3.5	3.4	3.4	3.4	3.4	\$133,068.92	\$90,809.82
2001	3.7	3.5	2.9	3.3	3.6	3.2	2.7	2.7	2.6	2.1	1.9	1.6	2.8	\$136,794.85	\$93,352.50
2002	1.1	1.1	1.5	1.6	1.2	1.1	1.5	1.8	1.5	2	2.2	2.4	1.6	\$138,983.57	\$94,846.14
2003	2.6	3	3	2.2	2.1	2.1	2.1	2.2	2.3	2	1.8	1.9	2.3	\$142,180.19	\$97,027.60
2004	1.9	1.7	1.7	2.3	3.1	3.3	3	2.7	2.5	3.2	3.5	3.3	2.7	\$146,019.06	\$99,647.34
2005	3	3	3.1	3.5	2.8	2.5	3.2	3.6	4.7	4.3	3.5	3.4	3.4	\$150,983.70	\$103,035.35
2006	4	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2	2.5	3.2	\$155,815.18	\$106,332.48
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2	2.8	3.5	4.3	4.1	2.8	\$160,178.01	\$109,309.79
2008	4.3	4	4	3.9	4.2	5	5.6	5.4	4.9	3.7	1.1	0.1	3.8	\$166,264.77	\$113,463.57
2009	0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.4	\$165,599.71	\$113,009.71
2010	2.6	2.1	2.3	2.2	2	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6	\$168,249.31	\$114,817.87
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3	3.2	\$173,633.29	\$118,492.04
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2	2.2	1.8	1.7	2.1	\$177,279.58	\$120,980.37
2013	1.6	2	1.5	1.1	1.4	1.8	2	1.5	1.2	1	1.2	1.5	1.5	\$179,938.78	\$122,795.08
2014	1.6	1.1	1.5	2	2.1	2.1	2	1.7	1.7	1.7	1.3	0.8	1.6	\$182,817.80	\$124,759.80
2015	-0.1	0	-0.1	-0.2	0	0.1	0.2	0.2	0	0.2	0.5	0.7	0.1	\$183,000.62	\$124,884.56
2016	1.4	1	0.9	1.1	1	1	0.8	1.1	1.5	1.6	1.7	2.1	1.3	\$185,379.62	\$126,508.06
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2	2.2	2.1	2.1	\$189,272.60	\$129,164.73
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.4	\$193,815.14	\$132,264.68
2019	1.6	1.5	1.9	2	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.8	\$197,303.81	\$134,645.44
2020	2.5	2.3	1.5	0.3	0.1	0.6	1	1.3	1.4	1.2	1.2	1.4	1.2	\$199,671.46	\$136,261.19
2021	1.4	1.7	2.6	4.2	5	5.4	5.4	5.3	5.4	6.2	6.8	7	7	\$213,648.46	\$145,799.47
2022	7.5	7.9	8.5	8.3	8.6	9.1	Avail. Aug 10						9	\$232,876.82	\$158,921.43

Total Adjusted for Inflation

\$391,798.25

AGENDA ITEM REPORT



To: Commission
Subject: Premium Pay for Essential Workers
Meeting: AGENDA REGULAR COMMISSION MEETING - August 10, 2022
Department: Finance
Staff Contact: Robert Clark, Public Services Director

FINANCIAL IMPACT:

\$15,000

RECOMMENDATION:

To pay each essential worker a premium of \$2,500 for services provided during the COVID-19 pandemic.

ATTACHMENTS:

[Essential Workers Memo](#)



To: Honorable Mayor and Members of the Town Commission

CC: JC Jimenez, Town Manager

From: Roy Brown, Budget & Finance Director

Date: August 5th, 2022

Subject: Premium Pay for Essential Workers

The Town of Pembroke Park would like to provide premium pay for essential workers who offered additional support during the COVID-19 pandemic.

Each qualified employee shall receive \$2,500 for additional support they provided.

Listed below is the total amount to be rewarded along with a breakdown of the six employees who qualify for premium pay.

Patrick Brown	\$2,500.00
Byron Hill	\$2,500.00
Timothy Wallace	\$2,500.00
James Lawson	\$2,500.00
Misael Flores	\$2,500.00
Adrian Mesa	\$2,500.00
	\$15,000.00

AGENDA ITEM REPORT



To:

Subject: Towing Ordinance

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

Florida laws were changed in 2020 in regard to local government regulation of towing. Accordingly, the Town sections of the code dealing with towing must also be changed.

POLICY IMPLICATIONS:

Bring Town Code into compliance with new state law

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[2022-007 TOWING ORDINANCE](#)

	Status:
Christian Noel, Accounts Payable	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

ORDINANCE NO. 2022-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, DELETING SECTION 13-7 “PAYMENT OF TOWING AND STORAGE FEES PRIOR TO RELEASE OF VEHICLE” WITHIN CHAPTER 13 “JUNKED, WRECKED AND ABANDONED VEHICLES”; UPDATING AND AMENDING DIVISION 4 “TOW AWAY ZONES” WITHIN CHAPTER 25 “TRAFFIC AND VEHICLES”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2020, the Florida Legislature enacted legislation which prohibits municipalities from imposing a fee or charge on an authorized wrecker operator; and

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, in order to reflect the changes to the law adopted by the Legislature in 2020, the Town must update or delete several portions of its Town code, including Section 13-7 “Payment of Towing and Storage Fees Prior to Release of Vehicle” within Chapter 13 and, additionally, Division 4 “Tow Away Zones” within Chapter 25; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it would promote the public health, safety, and general welfare of its citizenry to update or delete several portions of its Town code, including Section 13-7 “Payment of Towing and Storage Fees Prior to Release of Vehicle” within Chapter 13 and, additionally, Division 4 “Tow Away Zones” within Chapter 25.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Section 13-7 “Payment of Towing and Storage Fees Prior to Release of Vehicle” within Chapter 13. Section 13-7 “Payment of Towing and Storage Fees Prior to Release of Vehicle” within Chapter 13 is deleted in its entirety as set forth below, as shown in ~~strikethrough~~ and underline format.

* * *

Sec. 13-7. — Payment of towing and storage fees prior to release of vehicle.

~~No vehicle impounded pursuant to section 13-6 shall be released therefrom until the charges for towing such vehicle into the authorized garage and storage charges have been paid. The charge for towing or removal of any such vehicle and storage charges shall be fixed by the Town Commission, such charges to be based upon a computation of all actual expenses entering into the current cost of such services. Such charge or charges shall be available for public inspection in the Town Hall.~~

* * *

Section 2. Division 4. “Tow Away Zones” within Chapter 25 “TRAFFIC AND VEHICLES”. Division 4. “Tow Away Zones” within Chapter 25 “TRAFFIC AND VEHICLES” is amended as set forth below, as shown in ~~strikethrough~~ and underline format.

DIVISION 4. TOWING OF VEHICLES WITHIN TOWN AWAY ZONES

* * *

Sec. 25-57. Payment of charges prerequisite for release of vehicle.

~~No vehicle impounded in an authorized garage as herein provided shall be released therefrom until the charges for towing such vehicle into the garage, and storage charges have been paid.~~

* * *

Sec. 25-65. Town to maintain list, use only listed operators.

The Town may contract with one or more wrecker or towing companies to provide towing services to the Town. The Town shall maintain a rotation list with respect to the calling of wrecker or towing services as to traffic accidents or other towing requirements within the Town and shall call only those wrecker or towing services on such approved list.

Sec. 25-66. Qualifications for Town's rotation list for towing services.

The town manager shall approve to be placed on such list a wrecker or towing service which meets the following qualifications:

(a) Complies with all State (F.S. Ch. 715) and Broward County requirements (Broward County Ordinances, Chapter 20, Section 176, et seq.).

(b) The owner or president of the commercial wrecker service must have a commercial garage located within ten (10) miles of the town's jurisdictional limits, with such garage having a sufficient enclosed storage area, with a chain link fence constituting a sufficient enclosure, to store at least eighty (80) wrecked motor vehicles and at least six (6) indoor storage stalls with all of such storage area being contiguous to the garage.

(c) All tow trucks shall have the following equipment:

(1) The name of the establishment must be lettered in a professional manner on both sides of the vehicles (magnetic sign shall not be acceptable).

(2) There shall be a rotor beam type light mounted on top of the wrecker in such a manner that it can be seen from the front, rear and both sides. This light shall be amber in color and shall not be in operation when a wrecker has been dispatched on a tow call. The rotating amber light will be used at the scene of the tow and while towing the vehicle back to a compound. No tow vehicle will be equipped with a siren.

(3) Amber lights shall be installed on the front of the wrecker, with amber reflectors on the front sides.

(4) Red lights and red reflectors shall be installed on the rear and rear sides.

(5) Dollies.

(6) At least one heavy duty push broom and shovel.

(7) Flood lights on hoist.

(8) One axe.

(9) One crowbar or prybar.

(10) Minimum of one four-pound CO 2 fire extinguisher or equal.

(11) One pair of blot cutters.

(12) One set of jumper cables.

(13) One four-way lug wrench.

(14) One flashlight.

(15) One set of red reflectors.

(16) One set of three portable reflectors.

(17) Five (5) thirty-minute fuses.

(18) Two (2) red flags at least one foot by one foot.

Towing classes shall be regulated under Broward County Code Chapter 20, Section 176, at section 20-176.12.

(d) The wrecker service owner shall meet all the requirements of the Florida Highway Patrol and the Florida Statutes in rendering service as required.

(e) All towing vehicles used shall be equipped with two-way radio communication system. The communication system shall be between the towing company's base station and all tow and service trucks utilized in providing police and town towing services.

(f) The service shall maintain, in favor of the town, such liability insurance as the town manager shall find necessary, taking into consideration the volume and type of services performed pursuant to this article by the service.

(g) The enclosed storage areas required in subsection (b) above shall be under the personal control at all times of an employee of the service or shall be securely locked, providing in any event that service shall be available to the public for inspection or retrieval of motor vehicles between the hours of 9:00 a.m. and 5:00 p.m. on each day, Monday through Saturday, excepting legal holidays as defined by the laws of the State of Florida.

(h) Operators of wreckers and towing vehicles utilized at accidents or picking up vehicles from the public rights-of-way shall be required to clean up the roadway of accident debris before transferring the vehicle(s) from the right-of-way to a storage lot.

Section 3. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 6: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS

AGENDA ITEM REPORT



To: Commision Information
Subject: Addition to Noise Ordinance (Chapter 17)
Meeting:
Department: Building
Staff Contact: Miguel Nunez, Building Official

BACKGROUND INFORMATION:

Allows for a waiver during construction

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[noise ordinance-2022](#)

ORDINANCE NO. 2022-

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING AND UPDATING "CHAPTER 17 – NOISE" OF TOWN'S CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Building Official for the Town of Pembroke Park has determined that Chapter 17 of the Town's Code must be updated to facilitate more efficient and less intrusive construction and development within the Town; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it is in the best interest of the Town and promotes the public health, safety, and general welfare of its citizenry to update "Chapter 17 – NOISE" of the Town's Code.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Chapter 17 NOISE. Chapter 17 is amended as set forth below, as shown in ~~strike through~~ and underline format.

* * *

Sec. 17-3. Sound level limitations.

* * *

(b) The following are exempt from the sound level limits of subsection (a):

- (1) Noise from emergency signaling devices;

- (2) Sound from church bells and chimes when a part of a religious observance or service;
- (3) Noise from landscape and yard equipment when operated between 8:00 a.m. and 8:00 p.m. on weekdays and between 9:00 a.m. and 8:00 p.m. on weekends and legal holidays, provided all motorized equipment are equipped with functioning mufflers.
- (4) A limited exemption shall be allowed in cases of urgent necessity in the interest of public health and safety for ~~Noise~~ from construction activity between 7:00 a.m. and 6:00 p.m. on weekdays and between 9:00 a.m. and 6:00 p.m. on weekends and legal holidays, subject to the limitations set forth below:

~~a. provided~~ all motorized equipment used in such activity shallare be equipped with functioning mufflers; and

b. a permit issued by the Building Official not to exceed three days (and which may be renewed in three day increments) shall be issued for such work if the Building Official determines that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours referenced above.

* * *

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

Clerk

GEOFFREY JACOBS
Mayor-Commissioner

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

ORDINANCE NO. 2022-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING AND UPDATING “CHAPTER 17 – NOISE” OF TOWN’S CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Building Official for the Town of Pembroke Park has determined that Chapter 17 of the Town’s Code must be updated to facilitate more efficient and less intrusive construction and development within the Town; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it is in the best interest of the Town and promotes the public health, safety, and general welfare of its citizenry to update “Chapter 17 – NOISE” of the Town’s Code.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Chapter 17 NOISE. Chapter 17 is amended as set forth below, as shown in ~~striketrough~~ and underline format.

* * *

Sec. 17-3. Sound level limitations.

* * *

(b) The following are exempt from the sound level limits of subsection (a):

- (1) Noise from emergency signaling devices;
- (2) Sound from church bells and chimes when a part of a religious observance or service;

- (3) Noise from landscape and yard equipment when operated between 8:00 a.m. and 8:00 p.m. on weekdays and between 9:00 a.m. and 8:00 p.m. on weekends and legal holidays, provided all motorized equipment are equipped with functioning mufflers.
- (4) A limited exemption shall be allowed in cases of urgent necessity in the interest of public health and safety for noise from construction activity between 7:00 a.m. and 6:00 p.m. on weekdays and between 9:00 a.m. and 6:00 p.m. on weekends and legal holidays, subject to the limitations set forth below:

a. ~~provided~~ all motorized equipment used in such activity ~~shall~~ are be equipped with functioning mufflers; and

b. a permit issued by the Building Official not to exceed three days (and which may be renewed in three day increments) shall be issued for such work if the Building Official determines that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours referenced above.

* * *

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

~~Clerk~~

MARLEN D. MARTELL

Town Clerk

GEOFFREY JACOBS
Mayor-Commissioner

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

AGENDA ITEM REPORT



To: Commision Information
Subject: UNSAFE STRUCTURES BOARD
Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[22-010 USB](#)
[UNSAFE STRUCTURES BOARD_2022 R \(002\)](#)

	Status:
Miguel Nunez, Building Official	Approved - Jul 19 2022
Christian Noel, Accounts Payable	Approved - Jul 20 2022
Melissa Anderson, Town Attorney	Approved - Jul 20 2022
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 ● Fax 954-966-5310

MEMORANDUM NO.: 22-010

DATE: June 28, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice Mayor
Hon. William Hodgkins, Clerk Commissioner

TO: Juan C. Jimenez, Town Manager

TO: Melissa Anderson, esq., Town Attorney

FROM: Miguel A. Núñez, Chief Building Official *MN*

RE: UNSAFE STRUCTURES BOARD

At this time, I would like to request the commission to authorize the formation of the Unsafe Structures Board, as outlined in the Florida Building Code, Broward County Administrative Provisions ("FBC-BCAP") §116 <see exhibit "A">. This board will assist in the determination and declaration of the unsafe buildings, structures and equipment as outlined in the FBC-BCAP 116 as determined by the Building Official.

In addition, would like to inform that the members of this proposed board are appointed by the Town Commission as the Town's Appointing Authority, and they will serve on the specified term as per the above-mentioned code.

Furthermore, it's the intent to have this board meet in an as-needed-basis and location to be determined, once the selection and quorum is established.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: Marlen Martell, Deputy Clerk
File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-010.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-010.docx)

sis of the specific problem. BORA may establish Panels of Industry, either standing or temporary, for technical analysis of specific subjects.

113.13 Reciprocity.

113.13.1 BORA shall have the authority to meet with similarly constituted and authorized boards for the purposes of discussion, decision, and similar matters of area-wide industry concern.

113.13.2 Decisions of the majority of all members at joint meetings as referred to herein, shall not be binding on BORA. The decisions of joint meetings with other boards may be accepted or rejected or accepted with modifications.

113.14 Review of Board Decisions.

113.14.1 Any person aggrieved by a decision of BORA, whether or not a previous party to the decision, may file an appeal pursuant to Section 553.775(3)(c), Florida Statutes. Appeals of decisions within the review jurisdiction of the Florida Building Commission shall be to the Florida Building Code in the manner prescribed in the referenced statute. Review of other decisions of BORA shall be as provided in the Florida Rules of Appellate Procedure for judicial review of administrative action.

113.15 Amendments to Code.

113.15.1 The provisions of the SFBC, Broward Local Amendments to FFPC, and the FBC as applicable to Broward County, shall be amended only by BORA and only to the extent and in the manner specified in this Code, and in Section 553.73(4), Florida Statutes. For fire code related amendments see FFPC and Section 633.202, Florida Statutes.

113.15.2 Neither the Broward County Board of County Commissioners nor any municipality within Broward County may enact any ordinance in conflict with Chapter 71-575, as amended, the Florida Building Code, or the SFBC.

(Amend. of 11-10-21(5), eff. 11-22-21)

Section 114 Violations

114.1 Violations and Penalties. Any person, firm, or corporation, who violates a provision of this Code, or FFPC or fails to comply therewith, or with any of the requirements thereof, shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof dur-

ing which any violation of any of the provisions of this Code or FFPC is committed or continued, and upon conviction of any such violation, such person shall be punishable by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), or by imprisonment not exceeding sixty (60) days, or by both such fine and imprisonment.

Section 115 Stop Work Order

115.1 Authority. Whenever the Building Official or Fire Chief finds any work regulated by this Code being performed in a manner either contrary to the provisions of this Code or dangerous or unsafe, the Building Official or Fire Chief is authorized to issue a stop work order. See also Sections 105.4, 105.6, 111.4, and 112.3.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work, or posted on the job site in a conspicuous location. Upon issuance of a stop work order, the cited work shall immediately cease by such persons. The stop work order shall state the reason for the order, and the work that is required to correct a violation or unsafe condition.

115.3 Unlawful continuance. Any person who continues any work after having been served with a stop work order, shall be subject to penalties as prescribed by law.

Exception: Work required to correct a violation or unsafe condition.

Section 116 Unsafe Structures and Equipment

116.1 General.

116.1.1 Buildings or structures that in the opinion of the Building Official are, or hereafter shall become unsafe, unsanitary or deficient in adequate facilities for means of egress, or which constitute a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance, or which do not comply with the provisions of the applicable Minimum Housing Code, or which have been substantially damaged by the elements, acts of God, fire, explosion or otherwise shall be deemed unsafe buildings and a permit shall be obtained to demolish the structure or bring the building to comply with the applicable Codes.

116.1.2 Incomplete buildings or structures commenced without a permit or the permit for which

has expired, or completed buildings or structures
commenced without a permit or the permit for which

expired prior to completion and no Certificate of Occupancy has been issued, shall be presumed and deemed unsafe.

116.1.3 Unsafe buildings or structures shall be demolished and removed from the premises concerned, or made safe, sanitary and secure in a manner required by the Building Official and as provided in this Code, provided that where replacement, repair, alteration or demolition is required on Buildings or structures within the purview of the applicable Minimum Housing Code, the provisions of such Code shall be complied with and shall control.

116.1.4 A permit shall be issued for the demolition of any unsafe building or structure in accordance with Section 105.18 of this Code.

116.2 Criteria. When any one (1) of the following conditions exist, a building may be deemed unsafe or a fire hazard:

116.2.1 Physical Criteria.

116.2.1.1 A Building shall be deemed a fire hazard and/or unsafe when:

116.2.1.1.1 It is vacant, unguarded and open at doors or windows.

116.2.1.1.2 There is an unwarranted accumulation of dust, debris or other combustible material therein.

116.2.1.1.3 The building condition creates hazards with respect to means of egress and fire protection as provided herein for the particular occupancy.

116.2.1.2 A building shall be deemed unsafe when:

116.2.1.2.1 There is a failure, hanging loose or loosening of any siding, block, brick, or other building material.

116.2.1.2.2 There is a deterioration of the structure or structural parts.

116.2.1.2.3 The building is partially destroyed.

116.2.1.2.4 There is an unusual sagging or leaning out of plumb of the Building or any parts of the building and such effect is caused by deterioration or over-stressing.

116.2.1.2.5 The electrical or mechanical installations or systems create a hazardous condition in violation of this Code.

116.2.1.2.6 An unsanitary condition exists by reason of inadequate or malfunctioning sanitary facilities or waste disposal systems.

116.2.1.2.7 Swimming pools that contain stagnant water are deemed unsanitary and dangerous to human life and public welfare and shall be presumed and deemed unsafe.

116.2.1.2.8 By reason of use or Occupancy the area, height, type of construction, fire-resistivity, means of egress, electrical equipment, plumbing, air conditioning or other features regulated by this Code do not comply with this Code for the use and Group of Occupancy.

116.2.1.2.9 Any mobile home that is being modified in violation of Department of Highway safety and motor vehicles Florida Administrative Code section 15C-2.0081 may be deemed unsafe or a fire hazard.

116.2.1.3 A Building, or part thereof, shall be presumed to be unsafe if:

116.2.1.3.1 The construction, installation of electrical, plumbing or other equipment therein or thereon, or the partial construction or installation of equipment has been commenced or completed without a permit therefore having been obtained or the permit therefore expired prior to completion and a Certificate of Occupancy issued.

116.2.1.3.2 By reason of illegal or improper use, occupancy, or maintenance does not comply with this Code or the Code in effect at the time of construction or the applicable Minimum Housing Code.

116.2.2 Valuation Criteria.

116.2.2.1 If the cost of completion, alteration, repair and/or replacement of an unsafe building or structure or part thereof exceeds fifty

(50) percent of its value, such building shall be demolished and removed from the premises. If the cost of completion, alteration, repair and/or replacement of an unsafe building or structure or part thereof does not exceed fifty (50) percent of such replacement cost, such building or structure may be repaired and made safe, as provided in the FBC Existing Building.

116.2.2.2 If the cost of structural repair or structural replacement of an unsafe building or structure or part thereof exceeds thirty-three (33) percent of the structural value such building or structure or part thereof shall be demolished and removed from the premises; and if the cost of such structural repairs does not exceed thirty-three (33) percent of such replacement cost, such building or structure or part thereof may be structurally repaired and made safe, as provided in FBC Existing Building.

116.2.2.3 In order to determine the value of a building or structure and the cost of alterations, repairs and replacement, the guides and standards provided in the FBC Existing Buildings shall apply.

116.2.2.4 An Exception to the above percentages may be recognized provided:

116.2.2.4.1 The owner of property has the ways and means to complete the work.

116.2.2.4.2 All imminent danger has been removed from the site.

116.2.2.4.3 All applicable Zoning regulations are met.

116.2.2.4.4 All applicable requirements of other departments and agencies are met.

116.2.2.4.5 Criteria noted in FBC Existing Building are followed.

116.2.2.4.6 Any remaining portion of the structure to be used in rebuilding is certified as safe by an Engineer or Architect.

116.3 Inspection of Unsafe Buildings and Structures. The Building Official, on his or her own initiative or as a result of reports by others, shall examine or cause to be examined every building or structure appearing or reported to be unsafe, and if such is found to be an

unsafe Building or structure as defined in this Section, the Building Official shall post the property concerned and shall furnish the owner of such Building or structure with written notice, the manner of posting and furnishing of written notice is provided hereinafter.

116.4 Posting. The Building Official shall post a signed notice in a conspicuous location on the building or structure which has been determined to be unsafe. The posted notice shall read substantially as follows:

"UNSAFE BUILDING." This building or structure is, in the opinion of the Building Official, unsafe, as defined in Section 116 of this Code.

This Building Shall Be Vacated — Shall Not Be Occupied. Action shall be taken by the owner as further prescribed by written notice previously served. This Notice Shall Not Be Removed Except By The Building Official. Date _____

116.5 Emergency Action.

116.5.1 When in the opinion of the Building Official, there is actual or immediate danger of the failure or the collapse of a building or structure, or there is a health, windstorm or fire hazard, he or she may order the occupants to vacate, temporarily close for use or occupancy the rights-of-way thereto, sidewalks, streets or adjacent buildings or nearby area and institute such other temporary safeguards, including securing posting and demolition of the building or structure, as he or she may deem necessary under the circumstances, and may employ the necessary labor and materials to perform the required work as expeditiously as possible.

116.5.2 Costs incurred in the performance of such emergency work shall be paid by the appropriate governmental authority and upon the recording in the public records of this County a certificate executed by the Building Official, certifying the amount so expended and why expended, the same shall become a lien against the property involved.

116.6 Notice of Violation. The Building Official shall give the owner of record of the premises concerned written notice by certified or registered mail, addressed to such person's last known address. If proof of service by registered or certified mail is not completed by signed return receipt, then a copy of the written notice shall be affixed to the structure concerned and such procedure shall be deemed proper service, and the time for compliance, stipulated in the notice, shall be deemed

to commence with the date such notice is so affixed. This written notice shall state the defects which constitute a violation of this Section and shall prescribe the action to be taken to comply and the time within which compliance must be accomplished, such time to be ten (10) business days, subject to reasonable extension when requested in writing, for reasons which the Building Official considers justifying an extension of time. All such extensions of time shall be by written approval of the Building Official. In addition, this written notice will explain the right of appeal of the decision of the Building Official to the Unsafe Structures and Housing Appeals Board, and also advise that unless there is compliance with the instructions in the Notice of Violation or an appeal is filed that a public hearing before the Unsafe Structures and Housing Appeals Board will be initiated by the Building Official after time for compliance has expired.

116.7 Recording of Notice of Violation.

116.7.1 If the owner of the property concerned has not complied with the requirements as stated in the Notice of Violation within the time stipulated or has not appealed the action of the Building Official as stated in the Notice of Violation within the time specified, the Building Official may file an appropriate instrument in the office of the Clerk of the Circuit Court, to be recorded in the public records of this County, indicating that violations of this Code, and of Section 116 thereof, exist upon the property involved.

116.7.2 The recording of such notice shall constitute constructive notice to all concerned, as well as to any subsequent purchasers, transferees, grantees, mortgages, lessees and all persons claiming or acquiring interest in said property.

116.7.3 When the violation specified in the Notice of Violation has been corrected, the Building Official shall file for record a certificate certifying that the violation has been corrected, upon being paid for the filing fees incurred.

116.8 Appeal and Review. The owner or anyone having an interest in a building or structure which has been determined to be unsafe, and concerning which a Notice of Violation has been served by the Building Official, may appeal the decision of the Building Official as stated in the Notice of Violation, to the Unsafe Structures and Housing Appeals Board, if such appeal is filed prior to the expiration of the time allowed for

compliance specified in such notice; provided, in no event shall appeal period be less than ten (10) business days. Such appeal shall be in writing, addressed to the Secretary of the Unsafe Structures and Housing Appeals Board, and shall be in the form of a certified statement, stating the reasons for such an appeal and stating wherein they consider the Building Official to be in error. Upon receipt of the appeal, the Secretary of the Board will proceed to notify all parties in interest as to the time and place the Unsafe Structures and Housing Appeals Board shall conduct a public hearing on the matter. The procedure for the serving of and the form of notice is provided hereinafter.

116.9 Notice of Public Hearing. If the owner, or other parties having an interest do not comply with the terms of the Notice of Violation and do not file an appeal within the time stipulated, the Building Official shall then apply for a public hearing to be conducted by the Unsafe Structures and Housing Appeals Board, and the Secretary of the Unsafe Structures and Housing Appeals Board shall notify all parties in interest of the time and place of such public hearing on the matter. The procedure for the serving and the form of notice shall be the same as in the case where an appeal has been filed by the owner or other parties in interest and such procedure and form of notice shall be as set forth hereinafter.

116.9.1 When an appeal has been properly filed, or when the public hearing is initiated by the Building Official, as provided herein, the Secretary of the Unsafe Structures and Housing Appeals Board shall issue a notice in the Board's name, requiring the owner of record and all parties having an interest to appear before the Board in person or by an attorney at the time set forth in such notice, but not earlier than ten (10) days after service thereof, and show cause why the decision of the Building Official should not be carried out.

116.9.2 As many alias and pluries notices may be issued as may be necessary.

116.9.3 Service of such notices shall be certified or registered mail to the last known address of the party being served, if known; however, failure to receive such notice shall not invalidate the same as such notice shall also be perfected by posting such notice on the property and by publishing a copy

thereof in a newspaper published in this County, such publication to be for two (2) times one (1) week apart.

116.9.4 The time for appearing and showing cause as aforesaid, and a description of the property shall be as set forth in such published notice; provided, such time shall not be less than ten (10) days after the last publication thereof.

116.9.5 Any person or party who shall not appear and show cause as aforesaid shall be as fully bound by proceedings taken as if he or she had appeared and shown cause.

116.10 Public Hearing.

116.10.1 On the day established in the notice of public hearing the Board shall review all pertinent evidence and hear all testimony from the Building Official, the owner and other parties in interest and their respective witnesses.

116.10.2 The Board may modify, rescind, or uphold the decision of the Building Official as recited in the Notice of Violation and may order the owner or persons responsible for the building or structure to vacate, or cause to be vacated forthwith, to make repairs and to take necessary action to secure the building, or to demolish the building or structure and remove the salvage, contents debris and abandoned property from the premises, all within the time stipulated in the order by the Board.

116.10.3 Such order shall be entered in the minute book of the Board within three (3) days after such public hearing and a copy of such order shall be forwarded to the owner and all parties in interest by registered or certified mail and a copy thereof posted on the premises.

116.10.4 If the owner or those responsible shall fail to comply with the order of the Board within the time stipulated therein, and such order is to repair, or secure the building to make safe, then the Building Official shall cause such building to be vacated, if occupied, and shall through his or her employees or through a contractor making the lowest responsible bid, secure the building or structure.

116.10.5 If the order is to demolish the building or structure and to remove the salvage, contents, debris and abandoned property from the premises, and the owner or those responsible shall have failed to comply with such order, then the Building Official may

do so thereafter through his or her employees or through a contractor making the lowest responsible bid.

116.10.6 The Building Official may sell to the highest bidder or bidders for cash the salvage and the contents of such building or other structure so demolished which have not been removed by the owner of the land.

116.10.7 If no bids are received for such salvage or contents the Building Official may destroy that for which no bids are received.

116.10.8 Advertisement calling for bids shall be published by the Building Official one (1) time in a newspaper published in the County.

116.11 Recovery of Cost.

116.11.1 The entire costs incurred pursuant to Section 116.5 to Section 116.10 of this Code shall be paid by the owner or occupant of the premises or by the person who caused or maintained the violation.

116.11.2 The Building Official shall file among his or her records an affidavit stating with fairness and accuracy the items of expense and the date of execution of actions authorized by Section 116.5 or Section 116.10 of this Code.

116.11.3 The enforcing agency may institute a suit to recover such expenses against any liable person or may cause such expenses to be charged against the property as a lien or as a special assessment collectable according to established procedures.

116.11.4 Except with respect to a lien imposed for expenses incurred in demolition, nothing herein shall be construed as placing a lien upon property which supersedes the lien of any mortgage on such property executed and recorded prior to the existence of a lien authorized herein.

116.11.5 Any costs incurred pursuant to Section 116.5 or Section 116.10 of this Code which result in demolition of unsafe buildings, structures or equipment shall be a lien prior in dignity to all liens, excepting county tax liens and liens of equal dignity with county tax liens.

116.12 Review. Any person aggrieved by a decision of the Unsafe Structure Board may seek judicial review of that decision in accordance with the Florida Appellate Rules.

116.13 Unsafe Structures Board. The Unsafe Structures Board is hereby created, consisting of nine (9) members who shall be appointed by the Appointing Authority. All professional members of the Unsafe Structures Board should be registered and licensed in the State of Florida. In the event the Appointing Authority cannot find a properly qualified resident of the area under its jurisdiction, it may by majority vote of its membership, appoint a qualified non-resident of the specific categories or professions required.

116.13.1 Qualification of Members. Members of the Board shall be permanent residents of the area under the jurisdiction of the Appointing Authority, who possess outstanding reputations for civic activity, interest, integrity, responsibility, and business or professional ability. The composition and representative membership of the Board shall be as follows: an Engineer, an Architect, a General Contractor, an Electrical Contractor, an Attorney at Law, a Plumbing Contractor, a Real Estate Appraiser, a Real Estate Property Manager and a Citizen with experience and background in social problems.

116.13.2 Terms of Office. In order that the terms of office of all members of the Board shall not expire at the same time, the initial appointments to the Board shall be as follows: Three (3) members for the term of two (2) years, three (3) members for the term of three (3) years, and three (3) members for the term of four (4) years. Thereafter, all appointments shall be for the term of three (3) years, provided that the term in all instances shall continue until a successor is appointed and qualified. Appointments to fill any vacancy on the Board shall be for the remainder of the unexpired term, but failure to fill a vacancy shall not invalidate any action or decision of the Board.

116.13.3 Organization of the Board.

116.13.3.1 The members of the board shall elect a Chairman and a Vice Chairman and such other officers as may be deemed necessary or desirable, who shall serve at the will of the Board. Election of officers shall be held at the first meeting after February First, and such officers shall hold office for one (1) year.

116.13.3.2 Five (5) members of the Board shall constitute a quorum necessary to hold a meeting or take any action.

116.13.3.3 A majority vote of the Board membership present and voting at a duly consti-

tuted meeting shall be sufficient to overrule, modify or affirm any action or decision of the Building Official or to take any other action within the scope of the power and duties of the Board.

116.13.3.4 Members shall serve without compensation but shall be entitled to reimbursement for necessary expenses incurred in the performance of their Official duties, upon approval by the legislative body adopting this Code.

116.13.3.5 No member of the Board shall sit as a voting member in any hearing on a matter in which he or she has a personal or financial interest.

116.13.3.6 The Building Official, or his or her designee, shall be the Secretary of the Board but shall have no vote.

116.13.3.7 The Chairman or the Secretary may call meetings of the Board, and meetings may be called by written notice signed by three (3) members of the Board.

116.13.3.8 Minutes and records shall be kept of all meetings of the Board and all meetings shall be public.

116.13.3.9 All hearings shall be open to the public, and any person whose interest may be affected by the matter on appeal shall be given an opportunity to be heard in person, or through his or her attorney.

116.13.3.10 Witnesses may be sworn and subpoenaed by the Board in a like manner as they are subpoenaed by the court or courts in the County in which this Code is adopted.

116.13.3.11 The hearings shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

116.13.3.12 Hearsay evidence may be used for the purpose of supplementing or explaining

any direct evidence but shall not be sufficient itself to support a finding unless it would be admissible over objection in civil actions.

116.13.3.13 The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions; and irrelevant and unduly repetitious evidence shall be excluded.

116.13.3.14 The Board may establish rules and regulations for its own procedure.

116.13.3.15 The Building Official shall provide adequate and competent clerical and administrative personnel and such technical or scientific personnel as may be reasonably required by the Board for the proper performance of its duties, and shall maintain a record of all proceedings in the office of the Building Official, and shall make available for copying any and all portions of the record of the proceeding and may certify the same as a true copy and make a reasonable charge therefore.

116.13.3.16 The Building Official shall provide a regular meeting place for the Board.

116.13.4 Duties and Powers of the Board. The board shall have the following duties, functions, powers, and responsibilities:

116.13.4.1 Hear and determine appeals from actions and decisions of the Building Official pursuant to the provisions thereof.

116.13.4.2 Hear and review the application of the Building Official for review of his action where his decision as indicated in a Notice of Violations has not been complied with.

116.13.4.3 Affirm, modify, or reverse the decision of the Building Official upon appeal or on application for review.

116.13.4.4 The Board, through its Secretary, shall transmit the record with all exhibits, instruments, papers, and transcripts of its proceedings to the appointing authority in the event that authority shall consider the matter pursuant to applicable law in that regard made and provided.

116.13.4.5 Hear and determine appeals from actions and decisions of the enforcing agency pursuant to the provisions of the applicable Minimum Housing Code.

116.14 Duties of Legal Counsel. It shall be the duty of the attorney for the appointing authority, when so requested, to appear at all hearings before the Unsafe Structures Board and to represent and advise the Board.

116.15 Conflict of Interest. No Building Official, Board Member or employee charged with the enforcement of this law shall have any financial interest, directly or indirectly, in any repairs, corrections, construction or demolition which may be required, nor shall any Building Official, board member or employee give to anyone the location of any property or the names of owners thereof on which repairs, corrections or demolition have been ordered, except as otherwise directed hereinafter, until after the owners have been formally advised at which time such shall become a matter of public record.

116.16 Alternative Board. As an alternative to use of its own Unsafe Structures Board, any municipality in Broward County may utilize by means of an applicable inter-local agreement, the Unsafe Structures Board of Broward County or that of another municipality located within Broward County.

Section 117 Powers and Duties of the Floodplain Administrator; Delegation, Administration, Enforcement, and Variances

117.1 Scope. In accordance with Section 553.73, Florida Statutes, the appointing Authority of Broward County or the Municipalities may delegate the authority to enforce the floodplain provisions of the Florida Building Code to a Floodplain Administrator, the Building Official, or any other appropriate agency or combination thereof.

117.2 Intent. A Floodplain Administrator, the Building Official, or any other appropriate agency or combination thereof, as designated, is authorized and directed to administer and enforce the flood provisions of the FBC and any adopted flood hazard ordinances. The designated authority shall delegate such duties and assignments as may be deemed necessary to carry out provisions of the FBC and any adopted flood hazard ordinances, to render interpretations consistent with the intent and purpose of these codes and may estab-

ORDINANCE NO. 2022-

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING AND UPDATING ARTICLE VII "UNSAFE BUILDINGS" WITHIN "CHAPTER 5 – BUILDINGS AND BUILDING REGULATION" OF TOWN'S CODE BY ADDING A SECTION ESTABLISHING THE TOWN'S OWN UNSAFE STRUCTURES BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Building Official for the Town of Pembroke Park has determined that it would promote the public health, safety, and general welfare of its citizenry to establish the Town's own Unsafe Structures Board to enforce the Florida Building Code as it relates to unsafe structures, as set forth in Sections 115 and 116 of the Broward County Administrative Code, as well as Chapter 5 of the Town's Code; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it would promote the public health, safety, and general welfare of its citizenry to establish the Town's own Unsafe Structures Board to enforce the Florida Building Code as it relates to unsafe structures, as set forth in Sections 115 and 116 of the Broward County Administrative Code, as well as Chapter 5 of the Town's Code.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Article VII Unsafe Buildings, Chapter 5 Buildings and Building

Regulation. Article VIII Unsafe Buildings, Chapter 5 Buildings and Building Regulations is amended as set forth below, as shown in ~~strikethrough~~ and underline format.

* * *

Sec. 5-127. Establishment of Unsafe Structures Board and Legislative intent.

It is the intent of the Town Commission of the Town of Pembroke Park to protect the health, safety, and welfare of its citizens when they use or occupy buildings located within the town's corporate limits by establishing the Town of Pembroke Park Unsafe Structures Board.

Sec. 5-128. Qualification of members; terms of office; organization.

(a) Qualification of members. The unsafe structures board shall consist of nine (9) members appointed by the town commission. Members of the unsafe structures board shall be permanent residents of the town who possess outstanding reputations for civic activity, interest, integrity, responsibility and business or professional responsibility. All professional members of the board shall be registered and licensed by the state and county, when applicable. Members shall be appointed by the town commission and the representative membership of the board shall be as follows:

- (1) A registered engineer;
- (2) A registered architect;
- (3) A general contractor;
- (4) An electrical contractor;
- (5) An attorney at law;
- (6) A plumbing contractor;
- (7) A real estate appraiser;
- (8) A real estate property manager; and
- (9) A citizen with experience and background in the field of social problems.

In the event the commission cannot find properly qualified residents, the town commission may appoint a qualified nonresident within the specific categories or professions required. As an alternative to appointing board members or in the event the board is unable to meet or convene for any reason, the Building Official may use the Broward County Unsafe Structures Board to hear and dispose of cases brought by the town's building official.

(b) Terms of office. In order that the terms of office of all the members of the unsafe structures board shall not expire at the same time, the initial appointments to the board shall be as follows:

- (1) Three (3) members for the term of two (2) years;

(2) Three (3) members for the term of three (3) years; and

(3) Three (3) members for the term of four (4) years.

Thereafter, all appointments shall be for the term of three (3) years, provided that the term of office, in all instances, shall continue until a successor is appointed and qualified. Appointments to fill any vacancy on the board shall be for the remainder of the unexpired term, but failure to fill a vacancy shall not invalidate any action or decision of the board.

(c) Organization.

(1) The members of the unsafe structures board shall elect a chairperson and a vice-chairperson and such other officers as may be deemed necessary or desirable, who shall serve at the will of the board. Election of officers shall be held annually at the first meeting after February first, and such officers shall hold office for one (1) year.

(2) Five (5) members of the board shall constitute a quorum necessary to hold a meeting or take any action.

(3) A majority vote of the board membership present and voting at a duly constituted meeting shall be sufficient to overrule, modify or affirm any action or decision of the building official or to take any other action within the scope of the powers and duties of the board.

(5) No member of the board shall sit as a voting member in any hearing on a matter in which he or she has a personal or financial interest.

(6) The building official, or a designee, shall be the secretary of the board but shall have no vote.

(7) The chairperson or the secretary may call meetings of the board, and meetings may be called by written notice signed by three (3) members of the board.

(8) Minutes and records shall be kept of all meetings of the board, and all meetings shall be public.

(9) All hearings by the board shall be open to the public, and any person whose interest may be affected by the matter on appeal shall be given an opportunity to be heard in person, or through his or her attorney.

(10) Witnesses may be sworn and subpoenaed by the board in a like manner as they are subpoenaed by the courts in the county.

(11) The hearings shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

(12) The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

(13) The board may establish rules and regulations for its own procedure.

(14) The town shall provide adequate and competent clerical and administrative personnel and such technical or scientific personnel as may be reasonably required by the board for the

proper performance of its duties, subject to budget limitations and shall maintain a record of all proceedings in the office of the town clerk, including but not limited to a court reporter's transcript of the proceeding, and shall make available for copying any and all portions of the record of the proceedings and may certify the same as a true copy and make a reasonable charge therefore; provided, the court reporter shall certify the copy of his or her transcript.

(15) The town shall provide a regular meeting place for the board.

Sec. 5-129. Duties and powers; conflict of interest; duties of legal counsel.

(a) *Duties and powers.* The powers and duties of the unsafe structures board shall be as follows:

- (1) Hear and determine appeals from actions and decisions of the building official.
- (2) Hear and review the application of the building official for review of his or her action where his or her decision, as indicated in a notice of violation, has not been complied with.
- (3) Affirm, modify or reverse the decision of the building official upon appeal or on application for review.
- (4) Through its secretary, shall transmit the record with all exhibits, instruments, papers, and transcripts of its proceedings to the court in the event of an appeal.
- (5) Hear and determine appeals from actions and decisions of the building official and building department pursuant to the provisions of the applicable minimum housing code.
- (6) All other duties and powers provided for in the Florida Building Code, and Florida Building Code Broward Edition, as amended from time to time.

(b) *Conflict of interest.* No official, board member or employee of the town charged with the enforcement of this article shall have any financial interest, directly or indirectly, in any repairs, corrections, construction or demolition which may be required, nor shall any official, board member or employee of the town give to anyone the location of any property or the names of owners thereof on which repairs, corrections or demolition have been ordered, except as otherwise directed hereinafter, until after the owners have been formally advised at which time such shall become a matter of public record.

(c) *Duties of legal counsel.* It shall be the duty of the town attorney or their designee, when so requested, to appear at all hearings before the unsafe structures board and to represent and advise the board.

Sec. 5-130. Inspection of unsafe buildings and structures; notice of violation; posting; recording of notice of violation.

(a) *Inspection of unsafe building and structures.* The building official, on his or her own initiative or as a result of reports by others, shall examine or cause to be examined every building or structure appearing or reported to be unsafe, and if such is found to be an

unsafe building or structure, the building official shall post the property concerned and shall furnish the owner of such building or structure with written notice in the manner provided for in subsection (b) below.

(b) *Notice of violation.* The building official shall, at least ten (10) Business days prior to posting an unsafe building, give the owner of record of the premises concerned written notice by certified or registered mail, addressed to such person's last known address.

(1) If proof of service by registered or certified mail is not completed by signed return receipt, then a copy of the written notice shall be affixed to the structure concerned and such procedure shall be deemed proper service, and the time for compliance, stipulated in the notice, shall be deemed to commence with the date such notice is so affixed.

(2) This written notice shall state the defects which constitute a violation of this section or the Florida Building Code, Florida Building Code Broward County Edition, or both, and shall prescribe the action to be taken to comply and the time within which compliance must be accomplished, such time shall be reasonable under the particular circumstances involved, subject to reasonable extension when requested in writing, for reasons which the building official considers justifying an extension of time. All such extensions of time shall be by written approval of the building official.

(3) In addition, this written notice shall explain the right of appeal of the decision of the building official to the unsafe structures board, and also advise that unless there is compliance with the instructions in the notice of violation or an appeal is filed that a public hearing before the unsafe structures board will be initiated by the building official after the time for compliance has expired.

(c) Posting. The building official shall post, but not before ten (10) Business days after the notice of violation hereinafter provided has been served, a signed notice in a conspicuous location on the building or structure which has been determined to be unsafe. The posted notice shall read substantially as follows:

UNSAFE BUILDING. This building or structure is, in the opinion of the Building Official, unsafe, as defined in Section 116 of the Florida Building Code, Broward County Edition, and Chapter 5 of the Town's Code. This building SHALL BE VACATED—SHALL NOT BE OCCUPIED. Action shall be taken by the owner as further prescribed by written notice previously served. THIS NOTICE SHALL NOT BE REMOVED EXCEPT BY THE BUILDING OFFICIAL. DATE _____.

(d) Recording of notice of violation.

(1) If the owner of the property concerned has not complied with the requirements as stated in the notice of violation within the time stipulated or has not appealed the action of the building official as stated in the notice of violation within the time specified, the building official may file an appropriate instrument in the office of the clerk of the court, to be recorded in the public records of the county, indicating that violations of the Florida Building Code, Broward County Edition, and of Section 116 thereof, and Chapter 5 of this Code, exist upon the property involved.

(2) The recording of such notice shall constitute constructive notice to all concerned, as well as to any subsequent purchasers, transferees, grantees, mortgagees, lessees and all persons claiming or acquiring interest in such property.

(3) When the violation specified in the notice of violation has been corrected, the building official shall file a document in the public records of the county certifying that the violation has been corrected upon payment of the filing fees by the property owner.

Sec. 5-131. Appeal procedure; notice of public hearing.

(a) Procedure. The owner or anyone having an interest in a building or structure which has been determined to be unsafe, and concerning which a notice of violation has been served by the building official, may appeal the decision of the building official as stated in the notice of violation to the unsafe structures board. Such an appeal shall be filed prior to the expiration of the time allowed for compliance specified in such notice; provided, however that in no event shall the appeal period be less than ten (10) Business days.

(1) Such appeal shall be in writing, addressed to the secretary of the unsafe structures board, and shall be in the form of a certified statement, stating the reasons for such an appeal and stating wherein they consider the building official to be in error.

(2) Upon receipt of the appeal, the secretary of the board shall proceed to notify all parties in interest as to the time and place the unsafe structures board shall conduct a public hearing on the matter. The procedure for the serving of, and the form of notice is provided for in subsection (b) below

(b) Notice of public hearing.

(1) If the owner or other parties having an interest in the property do not comply with the terms of the notice of violation and do not file an appeal within the time stipulated, the building official shall then apply for a public hearing to be conducted by the unsafe structures board, and the secretary of the unsafe structures board shall notify all parties in interest of the time and place of such public hearing on the matter.

(2) The procedure for the serving, and the form of notice shall be the same in the case where an appeal has been filed by the owner or other parties in interest and such procedure and the form of notice shall be as set forth below:

(3) When an appeal has been properly filed, or when the public hearing is initiated by the building official, as provided herein, the secretary of the unsafe structures board shall issue a notice in the board's name, requiring the owner of record and all parties having an interest to appear before the board in person or by an attorney at the time set forth in such notice, but not earlier than ten (10) days after service of the notice, and show cause why the decision of the building official should not be carried out.

(4) Service of such notices shall be by certified or registered mail to the last known address of the party being served, if known; however, failure to receive such notice shall not invalidate the same as such notice shall also be perfected by posting such notice on the property and by publishing a copy thereof in a newspaper published in Broward County, such publication to be two (2) times, one (1) week apart.

(5) The time for appearing and showing cause as aforesaid, and a description of the property shall be set forth in such published notice; provided, such time shall not be less than ten (10) days after the last publication of the notice.

(6) Any person or party who shall not appear and show cause as aforesaid shall be as fully bound by proceedings taken as if he or she had appeared and shown cause.

(c) Conduct of public hearing.

(1) On the day established in the notice of public hearing the unsafe structures board shall review all pertinent evidence and hear all testimony from the building official, the owner and other parties in interest and their respective witnesses.

(2) The board, by the issuance of a written order, may modify, rescind, or uphold the decision of the building official as recited in the notice of violation and may order the owner or persons responsible for the building or structure to vacate, or cause to be vacated forthwith, to make repairs and to take necessary action to secure the building, or to demolish the building or structure and remove the salvage, contents, debris and abandoned property from the premises, all within the time stipulated in the order by the board.

(3) Such order shall be entered in the minute book of the board within three (3) days after such public hearing and a copy of such order shall be forwarded to the owner, and all parties in interest by registered mail, and a copy thereof posted on the premises.

(4) If the owner or those responsible shall fail to comply with the order of the board within the time stipulated therein, and such order is to repair, or secure the building to make it safe, then the town shall cause such building to be vacated, if occupied, and shall through the town or through a contractor making the lowest responsible bid, secure the building or structure.

(5) If the order is to demolish the building or structure and to remove the salvage, contents, debris and abandoned property from the premises, and the owner or those responsible shall have failed to comply with such order, then the town may do so thereafter through the town or through a contractor making the lowest responsible bid.

(6) The town may sell to the highest bidder or bidders for cash the salvage and the contents of such building or other structure so demolished which have not been removed by the owner of the land.

(7) If no response to bids are received for such salvage or contents the town may destroy that for which no bids are received.

(8) Bids shall be secured as provided for in the Town's procurement code which requirements may be waived by the town commission for good cause.

(d) Judicial review. Any person aggrieved by a decision of the unsafe structures board may seek judicial review of that decision in accordance with the Florida Rules of Appellate Procedure.

(e) Standards.

(1) Determination. Buildings or structures that are, or hereafter shall become unsafe, unsanitary or deficient in adequate facilities for means of egress, or which constitute a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance, or which do not comply with the provisions of the applicable minimum housing code, or which have been

substantially damaged by the elements, acts of God, fire, explosion or otherwise shall be deemed unsafe buildings and a permit shall be obtained to demolish the structure or bring the building to comply with the applicable codes.

(2) Action required. Unsafe buildings or structures shall be demolished and removed from the premises concerned, or made safe, sanitary and secure in a manner required by the building official and as provided in this article, provided that where replacement, repair, alteration or demolition is required on buildings or structures within the purview of the applicable minimum housing code, the provisions of such code shall be complied with and shall control.

(3) Criteria. The criteria set out in section 116 of the Florida Building Code, Broward County Edition, as amended, shall be used by the building official in determining an unsafe building.

* * *

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent

of such conflict.

Section 5: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

Clerk

GEOFFREY JACOBS
Mayor-Commissioner

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

ORDINANCE NO. 2022-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING AND UPDATING ARTICLE VII “UNSAFE BUILDINGS” WITHIN “CHAPTER 5 – BUILDINGS AND BUILDING REGULATION” OF TOWN’S CODE BY ADDING A SECTION ESTABLISHING THE TOWN’S OWN UNSAFE STRUCTURES BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Building Official for the Town of Pembroke Park has determined that it would promote the public health, safety, and general welfare of its citizenry to establish the Town’s own Unsafe Structures Board to enforce the Florida Building Code as it relates to unsafe structures, as set forth in Sections 115 and 116 of the Broward County Administrative Code, as well as Chapter 5 of the Town’s Code; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it would promote the public health, safety, and general welfare of its citizenry to establish the Town’s own Unsafe Structures Board to enforce the Florida Building Code as it relates to unsafe structures, as set forth in Sections 115 and 116 of the Broward County Administrative Code, as well as Chapter 5 of the Town’s Code.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Article VII Unsafe Buildings, Chapter 5 Buildings and Building

Regulation. Article VIII Unsafe Buildings, Chapter 5 Buildings and Building Regulations is amended as set forth below, as shown in ~~striketrough~~ and underline format.

* * *

Sec. 5-127. Establishment of Unsafe Structures Board and Legislative intent.

It is the intent of the Town Commission of the Town of Pembroke Park to protect the health, safety, and welfare of its citizens when they use or occupy buildings located within the town's corporate limits by establishing the Town of Pembroke Park Unsafe Structures Board.

Sec. 5-128. Qualification of members; terms of office; organization.

(a) Qualification of members. The unsafe structures board shall consist of nine (9) members appointed by the town commission. Members of the unsafe structures board shall be permanent residents of the town who possess outstanding reputations for civic activity, interest, integrity, responsibility and business or professional responsibility. All professional members of the board shall be registered and licensed by the state and county, when applicable. Members shall be appointed by the town commission and the representative membership of the board shall be as follows:

- (1) A registered engineer;
- (2) A registered architect;
- (3) A general contractor;
- (4) An electrical contractor;
- (5) An attorney at law;
- (6) A plumbing contractor;
- (7) A real estate appraiser;
- (8) A real estate property manager; and
- (9) A citizen with experience and background in the field of social problems.

In the event the commission cannot find properly qualified residents, the town commission may appoint a qualified nonresident within the specific categories or professions required. As an alternative to appointing board members or in the event the board is unable to meet or convene for any reason, the Building Official may use the Broward County Unsafe Structures Board to hear and dispose of cases brought by the town's building official.

(b) Terms of office. In order that the terms of office of all the members of the unsafe structures board shall not expire at the same time, the initial appointments to the board shall be as follows:

- (1) Three (3) members for the term of two (2) years;
- (2) Three (3) members for the term of three (3) years; and

(3) Three (3) members for the term of four (4) years.

Thereafter, all appointments shall be for the term of three (3) years, provided that the term of office, in all instances, shall continue until a successor is appointed and qualified. Appointments to fill any vacancy on the board shall be for the remainder of the unexpired term, but failure to fill a vacancy shall not invalidate any action or decision of the board.

(c) Organization.

(1) The members of the unsafe structures board shall elect a chairperson and a vice-chairperson and such other officers as may be deemed necessary or desirable, who shall serve at the will of the board. Election of officers shall be held annually at the first meeting after February first, and such officers shall hold office for one (1) year.

(2) Five (5) members of the board shall constitute a quorum necessary to hold a meeting or take any action.

(3) A majority vote of the board membership present and voting at a duly constituted meeting shall be sufficient to overrule, modify or affirm any action or decision of the building official or to take any other action within the scope of the powers and duties of the board.

(5) No member of the board shall sit as a voting member in any hearing on a matter in which he or she has a personal or financial interest.

(6) The building official, or a designee, shall be the secretary of the board but shall have no vote.

(7) The chairperson or the secretary may call meetings of the board, and meetings may be called by written notice signed by three (3) members of the board.

(8) Minutes and records shall be kept of all meetings of the board, and all meetings shall be public.

(9) All hearings by the board shall be open to the public, and any person whose interest may be affected by the matter on appeal shall be given an opportunity to be heard in person, or through his or her attorney.

(10) Witnesses may be sworn and subpoenaed by the board in a like manner as they are subpoenaed by the courts in the county.

(11) The hearings shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

(12) The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

(13) The board may establish rules and regulations for its own procedure.

(14) The town shall provide adequate and competent clerical and administrative personnel and such technical or scientific personnel as may be reasonably required by the board for the proper performance of its duties, subject to budget limitations and shall maintain a record of all proceedings in the office of the town clerk, including but not limited to a court reporter's transcript of the proceeding, and shall make available for copying any and all portions of the

record of the proceedings and may certify the same as a true copy and make a reasonable charge therefore; provided, the court reporter shall certify the copy of his or her transcript.

(15) The town shall provide a regular meeting place for the board.

Sec. 5-129. Duties and powers; conflict of interest; duties of legal counsel.

(a) *Duties and powers.* The powers and duties of the unsafe structures board shall be as follows:

- (1) Hear and determine appeals from actions and decisions of the building official.
- (2) Hear and review the application of the building official for review of his or her action where his or her decision, as indicated in a notice of violation, has not been complied with.
- (3) Affirm, modify or reverse the decision of the building official upon appeal or on application for review.
- (4) Through its secretary, shall transmit the record with all exhibits, instruments, papers, and transcripts of its proceedings to the court in the event of an appeal.
- (5) Hear and determine appeals from actions and decisions of the building official and building department pursuant to the provisions of the applicable minimum housing code.
- (6) All other duties and powers provided for in the Florida Building Code, and Florida Building Code Broward Edition, as amended from time to time.

(b) *Conflict of interest.* No official, board member or employee of the town charged with the enforcement of this article shall have any financial interest, directly or indirectly, in any repairs, corrections, construction or demolition which may be required, nor shall any official, board member or employee of the town give to anyone the location of any property or the names of owners thereof on which repairs, corrections or demolition have been ordered, except as otherwise directed hereinafter, until after the owners have been formally advised at which time such shall become a matter of public record.

(c) *Duties of legal counsel.* It shall be the duty of the town attorney or their designee, when so requested, to appear at all hearings before the unsafe structures board and to represent and advise the board.

Sec. 5-130. Inspection of unsafe buildings and structures; notice of violation; posting; recording of notice of violation.

(a) *Inspection of unsafe building and structures.* The building official, on his or her own initiative or as a result of reports by others, shall examine or cause to be examined every building or structure appearing or reported to be unsafe, and if such is found to be an unsafe building or structure, the building official shall post the property concerned and shall furnish the owner of such building or structure with written notice in the manner provided for in subsection (b) below.

- (b) Notice of violation. The building official shall, at least ten (10) Business days prior to posting an unsafe building, give the owner of record of the premises concerned written notice by certified or registered mail, addressed to such person's last known address.
- (1) If proof of service by registered or certified mail is not completed by signed return receipt, then a copy of the written notice shall be affixed to the structure concerned and such procedure shall be deemed proper service, and the time for compliance, stipulated in the notice, shall be deemed to commence with the date such notice is so affixed.
- (2) This written notice shall state the defects which constitute a violation of this section or the Florida Building Code, Florida Building Code Broward County Edition, or both, and shall prescribe the action to be taken to comply and the time within which compliance must be accomplished, such time shall be reasonable under the particular circumstances involved, subject to reasonable extension when requested in writing, for reasons which the building official considers justifying an extension of time. All such extensions of time shall be by written approval of the building official.
- (3) In addition, this written notice shall explain the right of appeal of the decision of the building official to the unsafe structures board, and also advise that unless there is compliance with the instructions in the notice of violation or an appeal is filed that a public hearing before the unsafe structures board will be initiated by the building official after the time for compliance has expired.
- (c) Posting. The building official shall post, but not before ten (10) Business days after the notice of violation hereinafter provided has been served, a signed notice in a conspicuous location on the building or structure which has been determined to be unsafe. The posted notice shall read substantially as follows:
- UNSAFE BUILDING. This building or structure is, in the opinion of the Building Official, unsafe, as defined in Section 116 of the Florida Building Code, Broward County Edition, and Chapter 5 of the Town's Code. This building SHALL BE VACATED—SHALL NOT BE OCCUPIED. Action shall be taken by the owner as further prescribed by written notice previously served. THIS NOTICE SHALL NOT BE REMOVED EXCEPT BY THE BUILDING OFFICIAL. DATE _____.
- (d) Recording of notice of violation.
- (1) If the owner of the property concerned has not complied with the requirements as stated in the notice of violation within the time stipulated or has not appealed the action of the building official as stated in the notice of violation within the time specified, the building official may file an appropriate instrument in the office of the clerk of the court, to be recorded in the public records of the county, indicating that violations of the Florida Building Code, Broward County Edition, and of Section 116 thereof, and Chapter 5 of this Code, exist upon the property involved.
- (2) The recording of such notice shall constitute constructive notice to all concerned, as well as to any subsequent purchasers, transferees, grantees, mortgagees, lessees and all persons claiming or acquiring interest in such property.
- (3) When the violation specified in the notice of violation has been corrected, the building official shall file a document in the public records of the county certifying that the violation has been corrected upon payment of the filing fees by the property owner.

Sec. 5-131. Appeal procedure; notice of public hearing.

- (a) Procedure. The owner or anyone having an interest in a building or structure which has been determined to be unsafe, and concerning which a notice of violation has been served by the building official, may appeal the decision of the building official as stated in the notice of violation to the unsafe structures board. Such an appeal shall be filed prior to the expiration of the time allowed for compliance specified in such notice; provided, however that in no event shall the appeal period be less than ten (10) Business days.
- (1) Such appeal shall be in writing, addressed to the secretary of the unsafe structures board, and shall be in the form of a certified statement, stating the reasons for such an appeal and stating wherein they consider the building official to be in error.
- (2) Upon receipt of the appeal, the secretary of the board shall proceed to notify all parties in interest as to the time and place the unsafe structures board shall conduct a public hearing on the matter. The procedure for the serving of, and the form of notice is provided for in subsection (b) below
- (b) Notice of public hearing.
- (1) If the owner or other parties having an interest in the property do not comply with the terms of the notice of violation and do not file an appeal within the time stipulated, the building official shall then apply for a public hearing to be conducted by the unsafe structures board, and the secretary of the unsafe structures board shall notify all parties in interest of the time and place of such public hearing on the matter.
- (2) The procedure for the serving, and the form of notice shall be the same in the case where an appeal has been filed by the owner or other parties in interest and such procedure and the form of notice shall be as set forth below:
- (3) When an appeal has been properly filed, or when the public hearing is initiated by the building official, as provided herein, the secretary of the unsafe structures board shall issue a notice in the board's name, requiring the owner of record and all parties having an interest to appear before the board in person or by an attorney at the time set forth in such notice, but not earlier than ten (10) days after service of the notice, and show cause why the decision of the building official should not be carried out.
- (4) Service of such notices shall be by certified or registered mail to the last known address of the party being served, if known; however, failure to receive such notice shall not invalidate the same as such notice shall also be perfected by posting such notice on the property and by publishing a copy thereof in a newspaper published in Broward County, such publication to be two (2) times, one (1) week apart.
- (5) The time for appearing and showing cause as aforesaid, and a description of the property shall be set forth in such published notice; provided, such time shall not be less than ten (10) days after the last publication of the notice.
- (6) Any person or party who shall not appear and show cause as aforesaid shall be as fully bound by proceedings taken as if he or she had appeared and shown cause.
- (c) Conduct of public hearing.

- (1) On the day established in the notice of public hearing the unsafe structures board shall review all pertinent evidence and hear all testimony from the building official, the owner and other parties in interest and their respective witnesses.
- (2) The board, by the issuance of a written order, may modify, rescind, or uphold the decision of the building official as recited in the notice of violation and may order the owner or persons responsible for the building or structure to vacate, or cause to be vacated forthwith, to make repairs and to take necessary action to secure the building, or to demolish the building or structure and remove the salvage, contents, debris and abandoned property from the premises, all within the time stipulated in the order by the board.
- (3) Such order shall be entered in the minute book of the board within three (3) days after such public hearing and a copy of such order shall be forwarded to the owner, and all parties in interest by registered mail, and a copy thereof posted on the premises.
- (4) If the owner or those responsible shall fail to comply with the order of the board within the time stipulated therein, and such order is to repair, or secure the building to make it safe, then the town shall cause such building to be vacated, if occupied, and shall through the town or through a contractor making the lowest responsible bid, secure the building or structure.
- (5) If the order is to demolish the building or structure and to remove the salvage, contents, debris and abandoned property from the premises, and the owner or those responsible shall have failed to comply with such order, then the town may do so thereafter through the town or through a contractor making the lowest responsible bid.
- (6) The town may sell to the highest bidder or bidders for cash the salvage and the contents of such building or other structure so demolished which have not been removed by the owner of the land.
- (7) If no response to bids are received for such salvage or contents the town may destroy that for which no bids are received.
- (8) Bids shall be secured as provided for in the Town's procurement code which requirements may be waived by the town commission for good cause.
- (d) Judicial review. Any person aggrieved by a decision of the unsafe structures board may seek judicial review of that decision in accordance with the Florida Rules of Appellate Procedure.
- (e) Standards.
- (1) Determination. Buildings or structures that are, or hereafter shall become unsafe, unsanitary or deficient in adequate facilities for means of egress, or which constitute a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance, or which do not comply with the provisions of the applicable minimum housing code, or which have been substantially damaged by the elements, acts of God, fire, explosion or otherwise shall be deemed unsafe buildings and a permit shall be obtained to demolish the structure or bring the building to comply with the applicable codes.
- (2) Action required. Unsafe buildings or structures shall be demolished and removed from the premises concerned, or made safe, sanitary and secure in a manner required by the building official and as provided in this article, provided that where replacement, repair, alteration or demolition is required on buildings or structures within the purview of the applicable minimum housing code, the provisions of such code shall be complied with and shall control.

(3) Criteria. The criteria set out in section 116 of the Florida Building Code, Broward County Edition, as amended, shall be used by the building official in determining an unsafe building.

* * *

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk
Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

AGENDA ITEM REPORT



To:

Subject: Ordinance Amending Section 28-279 of the Code

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

Town staff has determined that it would promote the public health, safety, and general welfare of its citizenry to amend Section 28-279 of the Chapter 28 "Zoning" and move Section 28-279 to the Utilities section of the Code Section 28-279 of Chapter 28 "Zoning" because the subsection pertains to utilities rather than zoning.

RECOMMENDATION:

Staff recommends approval of ordinance

ATTACHMENTS:

[28-279 amending ordinance](#)

	Status:
Joseline Ramirez, Chief Code Enforcement Officer	None
Miguel Nunez, Building Official	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

ORDINANCE NO. 2022-

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING SECTION 28-279 "RESPONSIBILITY FOR CONNECTION TO TOWN SYSTEM" WITHIN CHAPTER 28 "ZONING" AND MOVING THE SECTION TO CHAPTER 26 "UTILITIES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Town staff has determined that Section 28-279 of Chapter 28 "Zoning" should be amended and moved to the Utilities chapter of the Code because the subsection pertains to utilities rather than zoning; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it would promote the public health, safety, and general welfare of its citizenry to amend Section 28-279 of the Chapter 28 "Zoning" and move Section 28-279 to the Utilities section of the Code.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Section 28-279 "Responsibility for Connection to the Town System" within Chapter 28. Section 28-279 "Responsibility for Connection to the Town System" within Chapter 28 "Zoning" is deleted in its entirety from Chapter 28 and moved to Chapter 26 "Utilities" as set forth below, as shown in ~~striketrough~~ and underline format.

* * *

DIVISION 2. - CONNECTION AND SERVICE CHARGES

* * *

Sec. 26-22. – Responsibility for Connection to the Town System.

It shall be the responsibility of every owner, operator or manager of a mobile home park in the Town to ensure that every mobile home or recreational vehicle located in the mobile home park which such person owns, operates or manages, is connected to the Town wastewater collection system in accordance with the provisions of this article and to pay the cost and expense of making such connection.

* * *

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

Clerk

GEOFFREY JACOBS
Mayor-Commissioner

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

RESOLUTION NO. 2022-011

A RESOLUTION OF THE TOWN COMMISSION/COUNCIL OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE CONSENT TO TERMS OF THIRD AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN BROWARD COUNTY AND SETTLING MUNICIPALITIES WHICH PERTAINS TO CITY OF SUNRISE V. BROWARD COUNTY (CASE NO. CACE-013-015660) ATTACHED HERETO AS EXHIBIT “A” AND INCORPORATED HEREIN; AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2015, Broward County entered into a settlement (the “Settlement”) with several Broward municipalities regarding City of Sunrise v. Broward County (CASE NO. CACE-013-015660) which provided that a certain parcel of land in dispute (“Alpha 250”) would be sold and the proceeds distributed between the parties to the Settlement; and,

WHEREAS, the Town of Pembroke Park was not a part of the Settlement, but became a “Consenting Party” to the Settlement and entitled to a pro rata share of the proceeds from the Settlement through a subsequent Interlocal Agreement Regarding Distribution of Solid Waste Disposal District Assets with the County; and

WHEREAS, the County and the Settling Municipalities have entered into a Third Amendment to the Settlement Agreement (“Third Amendment”), attached hereto and incorporated herein as Exhibit A, which, once effective, will further extend the sale date of Alpha 250. To be effective, each Consenting Municipality must consent to the terms of the Third Amendment.

WHEREAS, the Town finds that it in the best interest of the Town to approve the Third Amendment to the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The “WHEREAS” clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The Town Commission of the Town of Pembroke Park hereby approves the Third Amendment to the Settlement Agreement between Broward County and the Settling Municipalities.

Section 3. The proper Town Officials of the Town of Pembroke Park are hereby authorized and directed to execute said Third Amendment to the Settlement Agreement authorized by this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THIS 10th DAY OF AUGUST 2022.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

**CONSENT TO TERMS OF THIRD AMENDMENT TO SETTLEMENT AGREEMENT
BETWEEN BROWARD COUNTY AND SETTLING MUNICIPALITIES**

The City of Lauderdale Lakes, the City of West Park, the City of Oakland Park, and the Town of Pembroke Park (individually, each is a “Consenting Municipality”; collectively, the “Consenting Municipalities”) execute this Consent to Terms of Third Amendment to Settlement Agreement Between Broward County and Settling Municipalities (the “Consent”).

RECITALS

A. In June 2015, Broward County, Florida, a political subdivision of the State of Florida (“County”) and the Cities of Sunrise, Weston, Hollywood, Fort Lauderdale, Lauderhill, Lighthouse Point, Tamarac, Plantation, Coconut Creek, Deerfield Beach, Miramar, Margate, Cooper City, North Lauderdale, Coral Springs, and Wilton Manors, and the Towns of Lauderdale-By-The-Sea, Davie, Southwest Ranches, and Hillsboro Beach, and the Village of Sea Ranch Lakes (individually, each is a “Settling Municipality”; collectively, the “Settling Municipalities”), entered into a settlement agreement (the “Original Settlement Agreement”) to settle the litigation styled *City of Sunrise, et al. v. Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660.

B. The Original Settlement Agreement provided for the County and the Settling Municipalities to sell the parcel of land known as Alpha 250, as further described in the Original Settlement Agreement (“Alpha 250”).

C. The Consenting Municipalities were not parties to the above-referenced litigation or the Original Settlement Agreement, but instead entered into Interlocal Agreements Regarding Distribution of Solid Waste Disposal District Assets with the County, pursuant to which they have received and will receive their respective pro rata shares of proceeds distributed under the terms of the Original Settlement Agreement, including their respective shares from any sale of Alpha 250.

D. After the effective date of the Original Settlement Agreement, the County and Settling Municipalities entered into two amendments extending the sale date of Alpha 250 through and including October 11, 2022 (the Original Settlement Agreement and two amendments thereto are collectively referred to as the “Settlement Agreement”). Each of the Consenting Municipalities consented to the terms of these two amendments.

E. The County and the Settling Municipalities have entered into a Third Amendment to the Settlement Agreement (“Third Amendment”), attached hereto and incorporated herein as Exhibit A, which, once effective, will further extend the sale date of Alpha 250. To be effective, each Consenting Municipality must consent to the terms of the Third Amendment.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Consenting Municipality agrees as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this document shall retain the meaning ascribed to such terms in the Settlement Agreement.

2. Each Consenting Municipality consents to the terms of the Third Amendment.

3. Each Consenting Municipality consents to any additional extension of the Sale Delay Period (as defined in the Settlement Agreement) authorized by the Mayors (as defined in the Third Amendment) and the County Administrator pursuant to the Third Amendment.

4. Each Consenting Municipality agrees to return a copy of this Consent upon approval by its governing body and execution by an authorized individual to Broward County Administrator Monica Cepero by regular mail with a copy emailed to mcepero@broward.org, with a copy to Broward County Attorney Andrew J. Meyers by email to ameyers@broward.org.

(The remainder of this page is intentionally left blank.)

**CONSENT TO TERMS OF THIRD AMENDMENT TO SETTLEMENT AGREEMENT
BETWEEN BROWARD COUNTY AND SETTLING MUNICIPALITIES**

CONSENTING MUNICIPALITY

ATTEST:

MUNICIPALITY: _____

Municipal Clerk

By: _____
Mayor/Authorized Representative

Print Name/Title

____ day of _____, 20____

Approved as to form and legal sufficiency:

Municipal Attorney

Exhibit A
Third Amendment to Settlement Agreement
Between Broward County and Settling Municipalities

**THIRD AMENDMENT TO SETTLEMENT AGREEMENT
BETWEEN BROWARD COUNTY AND SETTLING MUNICIPALITIES**

This is a Third Amendment ("Third Amendment") to the Settlement Agreement by and between Broward County, Florida, a political subdivision of the State of Florida ("County"), and the Cities of Sunrise, Weston, Hollywood, Fort Lauderdale, Lauderhill, Lighthouse Point, Tamarac, Plantation, Coconut Creek, Deerfield Beach, Miramar, Margate, Cooper City, North Lauderdale, Coral Springs, and Wilton Manors, and the Towns of Lauderdale-By-The-Sea, Davie, Southwest Ranches, and Hillsboro Beach, and the Village of Sea Ranch Lakes (each individually, a "Settling Municipality"; and collectively, the "Settling Municipalities") (each of the foregoing is sometimes referred to as a "Party" or collectively as the "Parties").

RECITALS

A. In June 2015, the County and the Settling Municipalities entered into a settlement agreement to settle the litigation styled *City of Sunrise, et al. v. Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660 (the "Original Settlement Agreement").

B. The Original Settlement Agreement provided for the County and the Settling Municipalities to sell the parcel of land known as Alpha 250, as further described in the Original Settlement Agreement ("Alpha 250").

C. The cities of Lauderdale Lakes, West Park, and Oakland Park, and the Town of Pembroke Park, all municipal corporations (each individually, a "Consenting Municipality"; and collectively, the "Consenting Municipalities"), did not join the above-referenced litigation or the Original Settlement Agreement but instead entered into Interlocal Agreements Regarding Distribution of Solid Waste Disposal District Assets with the County, pursuant to which they have received and will receive their respective pro rata shares of proceeds distributed under the terms of the Original Settlement Agreement, including their respective shares from any sale of Alpha 250.

D. Subsequent to the effective date of the Settlement Agreement, the Parties entered into two amendments thereto, extending the sale date of Alpha 250 through and including October 11, 2022 (the Original Settlement Agreement and two amendments thereto are collectively referred to as the "Settlement Agreement").

E. In late 2019, the County, the Settling Municipalities, and other municipalities established a Solid Waste Working Group ("SWWG"), a group of elected municipal and county officials, to jointly develop recommendations for a regional solid waste management system based on shared principles and commitments, including a mutually agreed governance structure.

F. The County and the Settling Municipalities desire to further amend the Settlement Agreement to extend the Sale Delay Period for Alpha 250 and provide the SWWG additional time to conduct its work.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Third Amendment shall retain the meaning ascribed to such terms in the Settlement Agreement.

2. Notwithstanding any provision to the contrary in the Settlement Agreement, the Parties hereby agree to extend the Sale Delay Period (as defined in the Settlement Agreement) until October 11, 2023. The Sale Delay Period may be further extended for up to three (3) additional periods, each for up to one (1) year, provided that any such additional extension be approved in writing by the County Administrator on behalf of County, and the Mayors of the Cities of Coconut Creek, Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston (collectively, the "Mayors"), on behalf of the Settling Municipalities.

3. This Third Amendment shall be approved by the Parties in the following manner:

a. Once executed by the County Administrator, this Third Amendment shall be presented for approval at public Commission/Council meetings at each of the Settling Municipalities and Consenting Municipalities (County shall communicate this requirement to the Consenting Municipalities).

b. By October 7, 2022, this Third Amendment shall: (1) be approved and executed by all Settling Municipalities; and (2) be consented to by each of the Consenting Municipalities either through a separate written instrument between County (by and through the County Administrator) and each of the Consenting Municipalities in which each of the Consenting Municipalities agrees to the terms of the Third Amendment, or a resolution adopted by the Commissions/Councils of the Consenting Municipalities agreeing to the terms of this Third Amendment.

The October 7, 2022, deadline may be extended by the County Administrator and five (5) of the Mayors listed in paragraph 2 above for: (i) up to an additional twenty-one (21) days for any reason or (ii) up to an additional forty-five (45) days provided at least two-thirds (2/3) of the Settling Municipalities have approved this Third Amendment.

4. This Third Amendment shall be effective on the date of the last approval and execution of this Third Amendment by a Settling Municipality, or the date of the last execution of a written instrument reflecting the consent of a Consenting Municipality, whichever occurs last.

5. Except as otherwise revised in this Third Amendment, the terms and conditions of the Settlement Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between this Third Amendment and the Settlement Agreement, the Parties agree that this Third Amendment shall control. The Settlement Agreement, as amended herein by this Third Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Settlement Agreement as amended in this Third Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. The preparation of this Third Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party. In the event a portion of this Third Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties (and all Consenting Municipalities) agree to negotiate in good faith to modify that portion of this Third Amendment in a manner designed to effectuate the original intent of the Parties.

7. This Third Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties have made and executed this Third Amendment to the Settlement Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its County Administrator, duly authorized to execute same by Board action on the 14th day of June, 2022, and each of the Settling Municipalities, signing by and through their respective Mayors or other representatives duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By 
County Administrator

16th day of June, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600



By Matthew Haber Digitally signed by Matthew Haber
Date: 2022.06.16 15:18:04 -04'00'
Matthew Haber (Date)
Assistant County Attorney

MH/tb
Third Amendment to Settlement Agreement
06/01/22

**THIRD AMENDMENT TO SETTLEMENT AGREEMENT
BETWEEN BROWARD COUNTY AND SETTLING MUNICIPALITIES**

SETTLING MUNICIPALITY

ATTEST:

MUNICIPALITY: _____

Municipal Clerk

By: _____
Mayor/Authorized Representative

Print Name/Title

____ day of _____, 20__

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

Municipal Attorney

AGENDA ITEM REPORT



To:

Subject: BSO Interim Police Services Agreement

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

The police services agreement with BSO will expire at the end of fiscal year 2022, prior to the launch of the Town's new police department in February of 2023. The interim police services agreement will be for a one year term, with a 60 day termination for convenience.

RECOMMENDATION:

Approval recommended

ATTACHMENTS:

[bso interim contract 2022](#)

[BSO Exhibit B 072022 mpa](#)

[BSO Police Services Agreement Exhibit A 072022 mpa](#)

	Status:
Roy Brown, Finance & Budget Director	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the ____ day of _____, 2022, is made by and between the Town of Pembroke Park, Florida, (hereinafter referred to as the "TOWN") and Gregory Tony, as Sheriff of Broward County (hereinafter referred to as "BSO").

WITNESSETH:

WHEREAS, the TOWN has previously contracted with BSO to provide a high level of professional police protection for the benefit of the citizenry thereof; and

WHEREAS, the TOWN is desirous of maintaining a high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the TOWN is forming its own municipal police department which shall launch in February of 2023, desirous of maintaining its Charter police power but at the same time until the formal launch of its own police department, the Town wishes to provide for daily police services through contractual agreement; and

WHEREAS, BSO has agreed to render to the TOWN a high level of professional police services, and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein, and the General Terms and Conditions that are set forth in Exhibit B, which is also attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and conditions, the Special Terms and Conditions shall be controlling.

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF PEMBROKE
PARK AND GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

SHERIFF OF BROWARD COUNTY

By: _____
GREGORY TONY, Sheriff

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____
TERRENCE O. LYNCH, General Counsel

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF PEMBROKE
PARK AND GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

MARLEN D. MARTELL
Town Clerk

(SEAL)

By: _____
GEOFFREY JACOBS
Mayor

Dated: _____

By: _____
JC JIMENEZ
Town Manager

Dated: _____

Approved as to form and
Legal sufficiency subject to execution
by the parties:

MELISSA P. ANDERSON
Town Attorney

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

1. DEFINITIONS

The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- a. Agreement. "Agreement" shall mean this Agreement for Police Services between the TOWN and BSO, including all exhibits.
- b. Applicable Laws. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- c. BSO. "BSO" shall mean the Sheriff of Broward County, Florida.
- d. TOWN. "TOWN" shall mean the Town that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. Town Boundaries. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN, as shown in the Special Terms and Conditions of this Agreement.
- f. Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN, ~~or, In the absence of the Town Manager, the Assistant Town Manager or~~ person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. District. "District" shall mean (a) the Town Boundaries, the City of West Park, or (b) the Annexed TOWN Boundaries on the date the TOWN's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.
- i. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the District. The District

Commented [TA1]: Is this correct? It doesn't make sense to me.

Chief shall be the rank of Captain. The District Chief shall serve as the liaison between TOWN and BSO.

- j. District Employees. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.
- k. Effective Date. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. Lien. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- n. Patrol Zone shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the Town Manager, in which Patrol Deputy Sheriffs are assigned.
- o. Police Services Center. "Police Services Center" shall mean the premises utilized by the TOWN or the City of West Park in which the BSO command staff assigned to the District maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement.
- p. Police Services. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.
- q. Term. "Term" shall mean the length of this Agreement and any extensions thereto.
- r. Uniformed Deputy. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. **STAFFING**

- a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure shall not be modified except through a written amendment to this Agreement executed by both the TOWN and BSO with the same formalities as set forth herein.

BSO and the TOWN shall work cooperatively to establish the proper balance of experience levels for those BSO employees assigned to the District.

- b. **Deletions and Additions.** The TOWN and CITY shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation

shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The TOWN and CITY may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

c. **Shift Length.** In the event there is a modification in the length of the hours of shifts, the modification will not occur until the next scheduled shift pick at least sixty (60) calendar days from the date that the Sheriff provides notice to the Town Manager.

d. **Deployment.** BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the TOWN. The cost of such deployment is included in the yearly consideration.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the TOWN pursuant to the terms and conditions of this Agreement. The District Chief shall keep the Town Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the Town Manager.

BSO's Personnel assigned to the District shall only be utilized for appropriate police services within the District, except as otherwise authorized in applicable automatic and mutual aid agreements. BSO shall not use District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement.

e. **Minimum Staffing.** BSO shall provide to the TOWN a minimum number of deputy sheriffs to patrol the District per day/shift. The minimum number of deputies shall be set forth in the Special Terms and Conditions of this Agreement.

f. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Employees consistent with BSO agency standards. BSO is committed to providing the TOWN with highly skilled law enforcement personnel to provide police services to the TOWN.

g. **Employment Responsibilities.** All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, (except if previously a member of Town's pension system) insurance benefits, civil service benefits, compensation and/or any status or right. The TOWN and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the TOWN to BSO in accordance with this Agreement.

h. **Staffing Review and Modifications.** As part of the TOWN's annual budgetary process, BSO shall evaluate the Staffing requirements for the TOWN to determine if the current staffing level and composition adequately meets the TOWN's goals and objectives.

If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the TOWN Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be modified through an amendment executed by both the TOWN and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

In addition to the annual review, the District Chief shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the Town Manager, the District Chief and Town Manager shall meet and discuss the need for such adjustment. If the Town Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment shall be prepared and presented to the Sheriff and Town Commission for approval and signature.

In the event the TOWN and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the TOWN or BSO may exercise its rights as set forth herein or by law.

i. **Transfers – BSO’s Rights.** BSO shall have the right to transfer any Employee out of the District. The Town Manager shall be kept informed of all transfers within five (5) calendar days.

Notwithstanding the above provisions, the transfer of the District Chief shall be governed by specific provisions related to the District Chief as set forth herein.

j. **Transfers – TOWN Right.** Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the Town Manager shall have the right to request the transfer of BSO personnel out of the TOWN, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee’s rank and the reason for the request (the “Transfer Request”). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request. An employee transferred out of the District at the request of the TOWN shall not be reassigned to the TOWN without TOWN approval.

k. **Transfers – Layoffs.** Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement in the event of layoffs at the Broward Sheriff’s Office.

l. **Replacements.** Any Personnel transferred or reassigned out of the TOWN shall be replaced as soon as practicable.

m. **Staffing Continuity.** The TOWN and BSO recognize the importance of combining the efforts and resources of BSO and the TOWN in order to have a positive impact on reducing neighborhood crime, helping to reduce any community fears regarding crime and thus enhancing the quality of life throughout the TOWN. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.

n. **Education.** The parties acknowledge the importance of the District Employees' knowledge of the general make-up of the TOWN and its geographic areas, its industrial, business, and residential composition, its TOWN Code of Ordinances, and its crime problems. BSO shall offer appropriate continuing education to assure that all District Employees are acquainted with the District's general make-up, geographic areas, industrial, business, TOWN's Code of Ordinances and residential composition and its crime trends. Upon enactment, the TOWN shall forward to the District Chief a copy of new ordinances for training and enforcement purposes.

3. **ASSIGNMENT OF POLICE POWERS**

The TOWN does hereby vest in each sworn Deputy Sheriff of BSO the police powers of the TOWN which are necessary to implement and carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies. Each sworn Deputy Sheriff of BSO so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the TOWN while performing such law enforcement services. Accordingly, such sworn Deputy Sheriffs of BSO are hereby vested with the power to enforce the ordinances of the TOWN, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect thereto.

4. **GOALS AND OBJECTIVES**

As requested by the Town's ~~Police Chief-Manager~~, the District Chief shall meet with the ~~Police Chief-Town-Manager~~ to discuss law enforcement activities within the TOWN. At such meeting, the District Chief shall present the ~~Police Chief-Town-Manager~~ with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;
- c. Number and types of arrests;
- d. Traffic crashes;
- e. Traffic citations;
- f. Staffing ~~levels~~, ~~Vacancies~~ and Transfers;
- g. Community Policing Initiatives;
- h. Response time reports, citizen complaints and their status/disposition;

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- i. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The Town Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report; and
- j. Any additional information requested by the Town Manager.

5. **REPORTS**

BSO shall provide reports upon request to the Town's ~~Police Chief~~ ~~Manager~~ that include the following information:

- Monthly Crime Report (FIBINS/NIBINS categories) and year-to-date comparison;
- Monthly calls for service based on Deputies responding (percentage);
- Monthly encumbered times for zone Deputies by day of week; and
- Monthly crime prevention activities (past month and planned current month).

At any time during the term of this Agreement, the ~~Police Chief~~ ~~Town Manager~~ shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).

BSO shall provide the TOWN with detailed reports indicating budget amounts, year to date expenditures, variances, etc., upon request to the District Chief. BSO shall develop and maintain a strategic plan for law enforcement services provided to the TOWN.

6. **CONSIDERATION**

- a. For the period from the Effective Date through September 30, 2023, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month. Should County requirements for payments remitted by SHERIFF change to the 15th of the month then such change shall apply to the TOWN as well.
- b. The budget will have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.), an estimated average cost per staffing category and any overhead costs that are being considered. The TOWN and BSO will negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue.
- c. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the TOWN on May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed

health insurance rates. If there are any vacant positions on the payroll period in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the prevailing budgeted cost of the BSO's Employees within the same job classification.

- f. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- l. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

Commented [TA2]: Does bso know what this number is?

7. **VEHICLE MARKINGS**

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, "Pembroke Park/ West Park" in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

8. **FACILITIES**

BSO shall use the Police Services Center as its District Headquarters.

9. **DISTRICT CHIEF**

BSO shall provide, pursuant to this Agreement, a District Chief. The District Chief shall be assigned full-time to the District and shall provide direct supervision of activities at the District's Police Services Center and District Employees provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the TOWN. BSO's District Chief shall also function as a member of the TOWN's staff with regard to law enforcement issues and report to the Town Manager in that capacity. The District Chief shall be responsible for all law enforcement related emergency management duties on behalf of the District, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the District, as described herein. The TOWN and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the District Chief.

The District currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the discretion of the Town Manager and West Park City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the District. BSO shall provide the District with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within 15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within ten (10) days after the TOWN's receipt of such notice, representatives from both BSO and the TOWN and West Park shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the TOWN Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the Town Manager and City Manager have selected an individual to serve as the District Chief. The Managers shall have the opportunity to interview each of the candidates. The District Chief position shall be subject to the provisions of this Agreement. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.

In the event the TOWN becomes dissatisfied with the performance of the District Chief, the TOWN shall provide notification to BSO. Thereafter, representatives of BSO and the TOWN shall meet to discuss possible remedies of the problems experienced by the TOWN. BSO agrees to act in good faith in resolving any problems experienced by the TOWN. The Town Manager and City Manager may remove the District Chief at any time, without cause.

BSO, in its sole discretion, shall have the right to remove the District Chief from the District at any time for any of the following reasons:

- a. The District Chief is being promoted in rank;
- b. The District Chief is being demoted;
- c. The District Chief is being disciplined;
- d. The District Chief is retiring;
- e. The District Chief submits a request to transfer out of the TOWN;
- f. The District Chief is under investigation by BSO or any other federal, state or local law enforcement agency;
- g. The District Chief's failure to meet documented BSO performance standards and requirements; or
- h. Prior to the removal of the District Chief, the Sheriff meets with the Town Manager and notifies the Town Manager that the SHERIFF has lost confidence in the District Chief.

The removal of the District Chief from the TOWN for any reason not specified above shall require the prior approval of the Town Manager.

10. **FINES, FORFEITURES, REVENUES: PAYMENT**

Commented [TA3]: This should all now come to the Town

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the TOWN pursuant to Florida Statutes, Section 943.25,

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shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of value that the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.

- b. The TOWN and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the TOWN's right to the disposition of fines and forfeitures to which the TOWN would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the TOWN would otherwise be entitled, except as limited herein.
- c. Asset Forfeiture Proceedings. Sheriff shall be responsible for determining whether asset forfeiture proceedings for property seized within the District through the active participation of Sheriff employees shall be initiated. Any asset forfeiture actions filed under Chapter 932, Florida Statutes, or pursuant to federal law, for property seized within the DISTRICT through active participation of Sheriff employees, shall be initiated and managed by Sheriff. Sheriff shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the District and Sheriff.

Fees for Asset Forfeiture Proceedings. Sheriff's costs for forfeiture proceedings under state law shall be recovered from awarded funds as provided under the Florida Contraband Forfeiture Act. There are no fees under federal law.

Funds – Federal Seizure. Asset forfeitures seized utilizing federal law will be managed pursuant to federal regulations. Awarded federal forfeiture funds shall be equitably distributed by the applicable task force memorandum of understanding, if any, and any funds allocated for TOWN shall be deposited into the Sheriff's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Federal Fund"). The funds in the Federal Fund are held by Sheriff pursuant to federal law for the benefit of operations at the TOWN.

Funds – State Seizure. Any funds seized within the DISTRICT through active participation of Sheriff's employees pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to Sheriff, shall be deposited into Town's Law Enforcement Trust Fund, less any costs as provided in the Florida Contraband Forfeiture Act.

Use of Funds. During the Term of this Agreement, the Town Manager may earmark funds held by Sheriff in the Federal Fund or funds held by TOWN for Sheriff's use within the DISTRICT as follows:

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN for the use of such Funds within the boundaries of the DISTRICT, if such application is in compliance with Florida Statutes or federal law, as applicable.

The District Chief shall first submit the request to Sheriff's legal counsel for a determination as to whether the request complies with applicable law. If Sheriff's legal counsel finds that the request

complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with applicable law, to the Town Manager.

Upon appropriation, such funds shall be made available to Sheriff for its designated use within the confines of the DISTRICT. County shall transfer ownership of any personal property purchased with the Funds to Sheriff for exclusive use within the DISTRICT.

Personal Property (Other Than Currency). The decision to dispose of or use personal property seized within the DISTRICT through active participation of Sheriff employees and subsequently forfeited solely to Town under Chapter 932, Florida Statutes, other than currency that is addressed in Section 13.4 through Section 13.6, shall be in the sole discretion of Town.

If Town decides to use personal property forfeited to Town under Chapter 932, Florida Statutes, other than currency, Town shall reimburse Sheriff for any costs, such as filing fees and/or storage fees, incurred in the seizure and forfeiture of such property.

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN to use of such personal property either within or outside the DISTRICT, and if approved by the Town Manager.

If this Agreement is terminated, any personal property seized pursuant to this article and used by Sheriff (within or outside the DISTRICT) shall be returned to TOWN.

If TOWN decides to dispose of personal property forfeited to TOWN under Chapter 932, Florida Statutes, other than currency, the proceeds of the sale of such property shall be deposited in the TOWN Fund. Proceeds from the sale of property deposited pursuant to this section may be designated for Sheriff's use within the confines of the DISTRICT, in the same manner as provided above.

Real Property. Sheriff agrees to notify TOWN of its intent to initiate forfeiture proceedings involving real property seized solely by Sheriff prior to the filing of a complaint for forfeiture. Within five (5) business days after such notice, TOWN will notify Sheriff of any objections TOWN has related to the impending forfeiture proceeding. If the Parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by TOWN. The Parties agree that the decision to use or dispose of real property seized within the DISTRICT, through active participation of Sheriff's employees, and subsequently forfeited solely to Sheriff pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of TOWN.

If TOWN decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the Town Fund, less any loans, mortgages, liens, costs (such as filing fees, maintenance, and insurance fees) or any other encumbrance on the property incurred by Sheriff in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the Town Fund may be designated for Sheriff's use within the confines of the DISTRICT, in the same manner as provided above.

If TOWN decides to use such real property, TOWN shall reimburse Sheriff for any loans, mortgages, liens, costs (as described below), or any other encumbrance on the property incurred by Sheriff in the seizure and forfeiture of such property.

Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the DISTRICT, through active participation of Sheriff employees and subsequently forfeited shall be paid by TOWN or reimbursed to Sheriff, in the following priority:

Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings; and then

Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e., court costs, publication costs) and sale of such property

d. Grant funds and miscellaneous revenues. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN shall make these funds available to the BSO to carryout the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.

11. **FUEL FACILITY**

NOT APPLICABLE

12. **TOWING**

It is recognized that the TOWN may enter into a towing agreement with a local vendor. From time to time, BSO, through its agents or employees, investigates traffic cases and/or fatalities which require stringent custodial procedures where criminal evidence is involved. If the TOWN enters into a towing agreement with a local vendor, BSO shall honor the TOWN's agreement for tows occurring within the municipal boundaries of the TOWN; provided however, that the vendor meets all of BSO's specifications with regards to maintaining criminal evidence in the above described cases; BSO vehicles assigned to the TOWN or in need of towing within the TOWN are towed by the vendor at no cost to BSO; vendor provides towing and storage services for property with evidentiary/investigative holds at no cost to BSO and the owner; and the vendor lists BSO as an additional insured on insurance policies meeting the specifications of BSO's Risk Administrator. BSO reserves the right to use another vendor to tow if the TOWN's vendor fails to comply with the BSO specifications, refuses to tow BSO vehicles as described above at no cost, or fails to list BSO as an additional insured. Further, BSO also reserves the right to continue to use towing services other than those of the TOWN's vendor with regards to all confiscations/forfeiture cases occurring within the TOWN

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13. **INSURANCE**

BSO shall maintain in addition to those policies of insurance required and contemplated elsewhere in this Agreement, general liability, automobile liability, public officials liability, worker's compensation and law enforcement liability insurance policies in the amounts set forth below:

General Liability/Public Officials/Law Enforcement Liability
\$1,000,000 occurrence /\$2,000,000 aggregate

Automobile Liability
\$1,000,000 occurrence/\$2,000,000 aggregate

Worker's Compensation: Statutory.

BSO shall maintain these insurance policies throughout the Term. BSO shall name the TOWN as an additional insured under the General Liability policy. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self-insurance program and/or excess policies.

The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Property coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities utilized by the BSO under this Agreement. In the event that BSO shall take and bring additional equipment or other property to the facility, BSO does so at its own cost and expense.

14. **DEFAULT**

- a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):
 1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;
 2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;

3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;
4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.

b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:

1. Terminate this Agreement;
2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;
3. Cure such Default and recover the costs thereof from the Defaulting Party;
4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;
5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

15. **TERMINATION**

This Agreement shall terminate on September 30, 2023. The Town may terminate this Agreement sooner without penalty and for convenience with 60 days notice to BSO.

16. **INDEMNIFICATION**

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16.1 The TOWN and the BSO shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

16.2 To the extent permitted by law, the TOWN shall indemnify, defend, and hold the BSO, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the TOWN, its employees, agents, or servants. For purposes of this provision, the TOWN's employees shall not be deemed agents or servants of the BSO and the BSO's employees shall not be deemed agents or servants of the TOWN. The TOWN shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

16.3 To the extent permitted by law, the BSO shall indemnify, defend, and hold the TOWN, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the BSO, its employees, agents, servants. For purposes of this provision, the TOWN's employees shall not be deemed agents or servants of the BSO and the BSO's employees shall not be deemed agents or servants of the TOWN. The BSO shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

16.4 The parties hereby acknowledge that the consideration and services provided hereunder by each party, one to the other, shall serve as consideration for the indemnification provided under this Agreement. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

17. DISPUTE RESOLUTION PROCESS

17.1 If the parties have any disagreement, dispute, breach or claim of breach, nonperformance, or repudiation arising from, related to or in connection with this Agreement, including but not limited to either party's failure or alleged failure to comply with any of the provisions of this Agreement (the Dispute), the parties will follow the dispute resolution procedures set forth in this Section 17, it being agreed that for purposes of this section, any reference to a particular representative of a party will also be deemed to include such particular representative's duly authorized successor or designee and such other persons as appropriate.

17.2 A party will provide a written notice to the other party of a Dispute. Within five (5) business days of the giving of such notice of a Dispute, the District Chief or designated Captain and the Town Manager will conduct a meeting to attempt to resolve the matter.

17.3. If the District Chief or designated Captain and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.2. above, then within five (5) business days after such meeting, the BSO's Colonel or designee and the Town Manager will meet and attempt to resolve the matter.

17.4 If the BSO's Colonel or designee and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.3. above, then within five (5) business days after such meeting or as otherwise agreed, the Sheriff and the Town Manager will meet and attempt to resolve all pending matters of a Dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the Town Commission and the Sheriff.

17.5 Each party will bear its own expenses and attorneys fees (if any) in connection with the dispute resolution procedure provided above.

17.6. If the parties are unable to resolve the Dispute after following the procedures set forth in this Section 17, then, subject to the limitations otherwise provided for in this Agreement, the parties are entitled to pursue all their remedies at law and in equity, and may engage in other dispute resolution procedure such as mediation and/or arbitration upon agreement of the parties.

18. **CONTRACTOR RELATIONSHIP**

TOWN hereby retains BSO as an independent contractor to provide Police Services for the TOWN, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Police Services shall be provided to the TOWN, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Employees shall have the power and authority granted by the TOWN pursuant to Section 3 hereof.

19. **NO PARTNERSHIP**

The relationship between the TOWN and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the TOWN nor BSO shall have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the TOWN and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth

herein. The TOWN and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

20. **REPRESENTATIONS AND WARRANTIES OF TOWN**

The TOWN represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

- a. The TOWN is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) results in the violation by the TOWN of any provision of any Applicable Law applicable to TOWN or to which TOWN may be subject, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

21. **REPRESENTATIONS AND WARRANTIES OF BSO**

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

- a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 2(b). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

22. **INTERPRETATION**

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or

headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

23. **ACCOUNTING TERMS**

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

24. **CROSS REFERENCES**

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

25. **DRAFTING**

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

26. **NOTICE**

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

TOWN: See Special Terms and Conditions

BSO: Sheriff Gregory Tony
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

With a Copy to: Broward Sheriff's Office
Office of the General Counsel
2601 W. Broward Blvd
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties.

27. **NON-ASSIGNABILITY**

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

28. **TIME OF THE ESSENCE**

Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

29. **ENTIRE AGREEMENT**

This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

30. **APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of TOWN and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

31. **WAIVER OF RIGHTS**

TOWN and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further,

TOWN and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

32. **SEPARABILITY**

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

33. **WAIVER**

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

34. **DESCRIPTION OF SERVICES**

BSO shall provide comprehensive law enforcement services within the municipal boundaries of the TOWN which includes services (a) customarily rendered by municipal police departments or BSO, and (b) required to be performed under Applicable Laws or TOWN Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the TOWN and BSO shall negotiate in good faith to address the increased costs.

BSO shall not utilize a third party provider for the provision of service referenced in this Agreement unless approved by the TOWN in its sole and absolute discretion.

BSO law enforcement services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

- a. Direct Services – are those services that are provided by the District Employees.
- b. Indirect Services – are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the TOWN).
- c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of sheriff's deputies during off-duty hours.
- d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County law enforcement agencies (irrespective of whether they have an agreement with BSO) that request such service.

Each of these services is detailed further below.

DIRECT SERVICES:

The law enforcement services provided by the District Employees pursuant to this Agreement are as follows:

- a. *Uniformed law enforcement patrol*
BSO shall provide uniformed law enforcement patrol services for the TOWN twenty-four (24) hours per day, seven (7) days a week.

The Patrol Zones may be modified upon mutual written agreement of the District Chief and the Town Manager. In order to address the ever-changing law enforcement needs of the TOWN, the District Chief or the Chief's designee shall have the discretion to modify the deployment of BSO staff within those patrol zones.

Deputy Sheriffs shall make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject to BSO's response standards and protocols.

- b. *Other Law Enforcement Services*

In addition to uniformed law enforcement patrol service described above, District Employees shall provide the following law enforcement services for the TOWN:

1. BSO shall provide public education programs;
2. BSO may provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the TOWN;
3. The District Chief or designee shall attend and participate at Town staff meetings, Town Commission meetings as requested by the Town Manager or designee;

4. Upon the request of a homeowners' association, the District Chief or designee shall attend the association's membership meeting;
5. BSO shall provide the Specific Services, if any, set forth in Exhibit A to this Agreement.

INDIRECT SERVICES:

The TOWN indirectly receives the benefit of the following services associated with law enforcement by virtue of this Agreement with BSO:

- a) Administration;
- b) Budget;
- c) Central Supply;
- d) Citizen Observer Patrol;
- e) Compensation and Assessment;
- f) Employee Assistance Program;
- g) Employee Benefits;
- h) Information Technology Division;
- i) Equal Employment Opportunity Division;
- j) Evidence;
- k) Department of Community Services (Media Relations, Public Relations and Crime Stoppers);
- l) Finance;
- m) Fleet Control;
- n) Human Resources;
- o) Institute for Criminal Justice Studies;
- p) Office of the General Counsel;
- q) Labor Relations;
- r) Purchasing;
- s) Records;
- t) Recruitment;
- u) Selection and Assessment;
- v) Victim Services; and
- w) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the TOWN.

The costs of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

1. BSO shall provide security and traffic detail deputies to support special event activities occurring within the TOWN in accordance with the BSO's Special Details Policies and Procedures. BSO shall cooperate with the TOWN and follow TOWN procedures in the permitting of special events. Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency.

2. BSO will provide special detail services for TOWN sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the TOWN will incur no additional costs associated with such services; however the TOWN understands and acknowledges that the on-duty personnel may be called to an incident during the TOWN sponsored event. For those TOWN-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and/or overtime and the TOWN will be charged at BSO's special detail rates and/or overtime at the time of the event.

Any and all special details requested by the TOWN shall be paid based upon the terms and conditions of the TOWN's permit filed with BSO's Special Details Unit.

COUNTYWIDE SERVICES

Unless otherwise agreed or set forth herein and subject to County funding, the following services shall be, subject to availability, provided to the TOWN by BSO as Countywide Services to the extent that such services would be provided by BSO to any and all other municipalities in Broward County that request such service irrespective of whether or not the TOWN has a contract with BSO for such services:

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;
- d) Marine/diver team;
- e) SWAT team response;
- f) Major investigations to include homicide;
- g) Drug enforcement and money laundering; and
- h) Strategic intelligence functions;
- i) Law enforcement technical support services;
- j) Street crimes enforcement;
- k) Full-service crime lab;
- l) Helicopter patrol and air rescue services;
- m) E-911 (law enforcement dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the TOWN and the County; and
- n) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

The TOWN recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the TOWN accordingly in writing. In such an event, the countywide service shall be discontinued,

unless the TOWN and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

In the event Broward County does not provide funding for E-911 communications/dispatch services for the TOWN, in whole or in part, BSO's obligation to provide such services to the TOWN shall cease accordingly, unless the TOWN agrees to fund the shortfall in BSO funding.

Should funding from Broward County cease and the E-911 services are not possible, BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding and/or services ceases. Should funding from Broward County not fully fund the E-911 services, then BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding ceases.

BSO shall provide notice to the TOWN of any substantive change to the Countywide Services due to Broward County not fully funding the services or equipment as provided for under this section.

ADDITIONAL SERVICES:

Upon the request of the TOWN Manager and subject to BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the TOWN and BSO:

TOWN:	Town of Pembroke Park, FL
EFFECTIVE DATE:	October 1, 2022
TERM:	October 1, 2022 – September 30, 2023. <u>The Town may terminate this Agreement sooner without penalty and for convenience with 60 days notice to BSO.</u>
STAFFING STRUCTURE:	District Complement 1 District Police Captain 1 Deputy Sheriff Lieutenant 6 Deputy Sheriff Sergeants 35 Deputy Sheriffs 2 Community Service Aides 1 Investigative Aide 1 Administrative Support Specialist 47 TOTAL PERSONNEL
CONSIDERATION:	
Annual Consideration Based on the 60/40 split with West Park	\$ 3,494,603
POLICE SERVICES CENTER ADDRESS:	5690 Pembroke Road, West Park, FL
CODE ENFORCEMENT:	NO

FUEL SITE:	NO
NOTICE CITY ADDRESS:	Town Manager JC Jimenez Town of Pembroke Park 3150 SW 52nd Avenue Pembroke Park, Florida 33023

DRAFT

AGENDA ITEM REPORT



To:

Subject: BSO Fire Contract

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

The agreement for BSO to provide fire services to the Town expires at the end of fiscal year 2022. This agreement would replace the existing agreement. The agreement as currently proposed by the Town would have a term of one year with five one year renewals upon the agreement of the parties.

RECOMMENDATION:

Approve Fire Contract and Exhibits

ATTACHMENTS:

[bso fire exhibit b 2022 mpa](#)
[BSO FIRE EX A](#)

	Status:
Roy Brown, Finance & Budget Director	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

EXHIBIT B

EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES

GENERAL CONDITIONS

1. DEFINITIONS

The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- a. Agreement. "Agreement" shall mean this Agreement for Emergency Medical, Fire Protection and Fire Prevention Services between the TOWN and BSO, including all exhibits.
- b. Applicable Laws. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- c. BSO. "BSO" shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- d. TOWN. "TOWN" shall mean the TOWN that has contracted with BSO for Fire Rescue Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. Town Boundaries. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN.
- f. Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN. In the absence of the Town Manager, the Assistant Town Manager or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Fire Rescue Services performed by BSO, as set forth herein.
- h. District. "'District" shall mean the geographic area within the Town Boundaries, the City of West Park, and any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.
- i. District Chief. "District Chief" shall be the BSO representative appointed by BSO's Director of Fire Rescue to serve as the Chief responsible for supervising all emergency medical, fire protection and fire prevention employees and activities within the District and serving as a liaison between the CITY and BSO for Fire Rescue Services.

- j. District Fire Employees. "District Fire Employees" shall mean BSO employees regularly assigned to the District who possess the necessary qualifications and experience to provide emergency medical, fire protection or fire prevention and support services, and all other BSO employees and all other Persons contracted by BSO, each of whom may, from time to time, provide Fire Rescue Services to the TOWN.
- k. Effective Date. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. Facilities. "Facilities" shall mean the Fire/Rescue Station any additional facilities that are used by BSO on a permanent basis to provide Fire Rescue Services. The Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. Fire Rescue Services. "Fire Rescue Services" shall mean the aggregate of all emergency medical, fire protection and fire prevention related services provided by BSO pursuant to this Agreement.
- n. Lien. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- o. Renewal Option. "Renewal Option" shall mean the time period that the Agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement.
- p. Term. "Term" shall mean the length of this Agreement and any extensions thereto, which are set forth in Exhibit A, Special Terms and Conditions of this Agreement.

2. **STAFFING**

- a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure will not be modified except through a written amendment to this Agreement executed by both the TOWN and BSO with the same formalities as set forth herein.
- b. **Minimum Staffing.** BSO will provide a minimum number of personnel to provide Fire Rescue Services to the TOWN as set forth in the Special Terms and Conditions of this Agreement.
- c. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Fire Employees consistent with BSO agency standards. BSO is committed to providing the TOWN with highly skilled emergency medical, fire protection and fire prevention personnel to provide Fire Rescue Services to the TOWN.

- d. **Employment Responsibilities.** All District Fire Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, (excepting those persons who are receiving or entitled to receive pension benefits from the Town), insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the TOWN shall not be called upon to assume any liability (unless otherwise set forth herein) for direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, worker's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Fire Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Fire Rescue Services. The TOWN and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the TOWN to BSO in accordance with this Agreement.
- e. **Personnel.** BSO's Personnel assigned to the District shall only be utilized for appropriate fire and emergency medical services within the District, except as otherwise authorized in applicable automatic and mutual aid agreements. BSO shall not use District Facilities or District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement or approved in writing by the Town Manager.
- f. **Staffing Review and Modifications.** As part of the TOWN's annual budgetary process, BSO shall evaluate the Staffing requirements for the TOWN to determine if the current staffing level and composition adequately meets the TOWN's goals and objectives. If BSO or the TOWN believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the Town Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be re-opened for negotiations regarding its terms and conditions as they relate to the staffing and this Agreement shall be modified through an amendment to this Agreement executed by both the TOWN and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and the compensation will be adjusted accordingly.

In addition to the annual review, the District Chief shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the Town Manager, the District Chief and Town Manager shall meet and discuss the need for such adjustment. The Town Manager shall also have the right to request a staffing adjustment at any time during the year. Upon making such a request to the District Chief, the Town Manager and the District Chief shall meet and discuss the need for such adjustment. If the Town Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment will be prepared and presented to the Sheriff and Town Commission for approval and signature.

In the event the TOWN and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments

impact the safety of BSO employees or the public, either the TOWN or BSO may exercise its rights as set forth herein or by law.

- g. **Transfers – BSO's Rights.** Except for the District Chief, which is governed by Section 10 of this Agreement, BSO shall have the right to transfer or reassign any BSO personnel out of the District. BSO will provide the Town Manager notice of the transfer.
- h. **Transfers – TOWN Rights.** Except for the District Chief, which is covered in Section 10 of these General Terms and Conditions, the Town Manager shall have the right to request the transfer of BSO personnel out of the District, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, the employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 15 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request.
- i. **Transfers – Layoffs.** Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement and in the event of layoffs at the Broward Sheriff's Office.
- j. **Replacements.**
Any Personnel transferred or reassigned out of the TOWN shall be replaced as soon as practicable. Notwithstanding any transfers or reassignments, BSO is still obligated to maintain the minimum staffing required under this Agreement at all times.
- k. **Staffing Continuity.** BSO shall make every reasonable effort to maintain the continuity of BSO emergency medical, fire protection and fire prevention personnel assigned to the District, subject to the transfer provisions set forth herein.
- l. **Education.** The parties acknowledge the importance of the District Fire Employees' knowledge of the general make-up of the TOWN and its geographic areas, its office, industrial, commercial, and residential composition, the TOWN's organizational structure and staff, and the TOWN's Code of Ordinances.
- m. **Deletions and Additions.** The TOWN shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would

negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The TOWN may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

3. ASSIGNMENT OF FIRE RESCUE POWERS

The TOWN currently has a Certificate of Need ("CON") to provide Emergency Medical Services and BSO shall be authorized to submit documentation and appear on the TOWN's behalf to maintain the CON.

Fire protection and prevention services are provided pursuant to the TOWN's home rule powers and Applicable Law. The TOWN does hereby vest in each of BSO's District Fire Employees, to the extent permitted by law, the powers necessary to implement and carry forth such Fire Rescue Services in accordance with this Agreement, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such District Fire Employees.

4. REPORTS

BSO shall provide reports upon request to the Town Manager that include the following information:

- calls for service based on units responding
- encumbered times for units by day of week and time of day, by unit.
- fire prevention activities (past month and planned current month)

At any time during the term of this Agreement, the Town Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s). The Town Manager shall have the right to reasonably request other reports as the Town Manager deems necessary.

5. RESPONSE TIMES

The District Chief will monitor response time reports and provide copies to the Town Manager. For emergency medical and fire protection calls, BSO shall make every reasonable effort to respond within established Commission on Fire Accreditation International ("CFAI") agency accreditation and National Fire Protection Association ("NFPA") 1221, and 1710 standards for response guidelines as they exist now or may be amended from time to time.

Revisions to the response standards determined by CFAI and NFPA will be applied as they occur for BSO to remain current with established industry standards and accreditation requirements. The BSO District Fire Chief will provide the Town Manager with response time metrics annually or more often as needed or required as the nationally established guidelines, accreditation standards and metrics are modified or revised. Response time shall be calculated from the time of intake until the appropriate unit arrives on the scene of the incident as recorded in BSO's CAD system.

6. CONSIDERATION

- a. For the period from the Effective Date through the end of the September 30, 2022, the annualized consideration amount and the monthly payment amount for Fire Rescue Services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month. The consideration is for the entire District. The Town is responsible for fifty percent of the consideration. The City of West Park is responsible for fifty percent of the consideration.
- ~~b. Should the parties agree to renew the Agreement, the~~ consideration payable by the TOWN for subsequent fiscal years shall be determined by ~~negotiation which shall begin adding the following:~~
- ~~1. BSO's budgeted cost for items other than health insurance premiums, workers compensation premiums, other post-employment benefits and pension contributions, not to exceed an annual increase of 5% over the total combined budgeted cost for all services in the preceding year, except that any increase in the cost of the portable radios and auxiliary equipment provided to the TOWN under the Regional Interlocal Agreement with Broward County, shall not be subject to the annual cap.~~
 - ~~2. BSO's budgeted costs for workers compensation premiums and pension contributions and post-employment benefits attributable to District Employees, which shall be based upon projected costs.~~
 - ~~3. BSO's budgeted costs for health insurance premiums for District Employees, which costs shall be the same for all BSO employees in the same benefit plan whether assigned to the District or not, not to exceed an annual increase of more than 9% over the budgeted costs for the same level of coverage throughout the agency. The projected costs of these items shall be supported with third-party documentation upon request. Changes in classes of insurance per employee (i.e. single to family coverage) shall not be included in the cap.~~
 - ~~4. The Town and BSO acknowledge that the District is comprised of the Town and the City of West Park. TOWN and the City of West Park are each responsible for payment of fifty (50%) percent of the fire services costs for the District. Should TOWN or City of West Park terminate its respective agreement, the other party's agreement will be opened up for negotiation and/or potentially terminated.~~
- ~~c. by~~ BSO shall submit a proposed budget to the TOWN ~~on or before the preceding May 15th at least 90 days prior to the expiration date of the current Agreement.~~ The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the Town Manager, BSO shall provide supporting documentation for the budgeted line items to include the cost to outfit and equip District Fire Employees (i.e. uniforms, fire safety gear, computer, etc.).
- ~~d.b.~~ For purposes of calculating the budget for Personnel Services, the District Fire Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the TOWN ~~on or before May 15th~~ as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall

be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the average budgeted cost of the filled Fire Employee positions within the same job classification in February.

Commented [TA1]: Why would there be vacant positions and why would we be charged for those?

~~e. BSO and the TOWN shall negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that a final resolution must be reached on or before August 15. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN will pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.~~

f.c. BSO shall provide the TOWN with full staffing. The TOWN shall be entitled to a credit for any non-shift vacancies that occur during the fiscal year. The TOWN's entitlement to the vacancy credit shall be calculated quarterly. A vacancy occurs when a BSO District Fire Employee administrative or non-shift staff is absent from work and such absence results in a salary savings to BSO. The TOWN's credit shall be calculated using the average budgeted cost of Fire Employees within the same job classification for that fiscal year. Upon request, BSO shall submit a report detailing vacancy days.

The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies shall be projected for August and September based upon BSO's vacancies during the month of July. In the event the actual vacancy credit for the month of August and September differs from the above projected figures, such difference shall be adjusted in the TOWN's November payment.

g. BSO shall have the right to temporarily fill any vacancy within the TOWN, through temporary staffing or overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee. BSO shall educate any temporary staff assigned to the District with respect to the general make-up of the TOWN and its geographic areas, and its office, industrial, commercial and residential composition. The TOWN shall be entitled to a vacancy credit for any BSO District personnel vacancy in any of the positions specified in paragraph 6(f) above, unless the vacant position is temporarily filled through overtime or temporary staffing, and if BSO receives a salary savings.

h. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.

i. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the

District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

Commented [TA2]: Do we know what this is? The number?

In the event Broward County does not provide funding for E-911 communications/dispatch services for the TOWN, in whole or in part, BSO's obligation to provide such services to the TOWN shall cease accordingly, unless the TOWN agrees to fund the shortfall in BSO funding.

7. FEES AND GRANTS

The parties acknowledge and agree to the following:

- a. BSO shall invoice the recipient of emergency medical transport services within thirty (30) calendar days from the date services were rendered in accordance with the fee schedule adopted by the TOWN. BSO shall return to the TOWN all emergency medical services transport fees collected by BSO for services provided pursuant to this Agreement on a monthly basis, less any third party fees for collection services.
- b. The TOWN shall invoice, collect and retain fees from property owners for fire inspection and prevention services provided pursuant to this Agreement, including but limited to, fire inspection, plan review, and false alarm fees. The fees and charges for providing said services shall be in accordance with the schedule of fees and charges adopted by the TOWN.
- c. BSO may invoice, collect, and retain all revenues from those companies or persons receiving hazardous materials mitigation services or technical rescue services directly from regional BSO resources or an entity contracted by BSO.
- d. BSO shall be entitled to retain fees for (a) Emergency Medical Services Standby Services; (b) Fire Protection Standby Services; (c) Fire Prevention Services; and (d) Special Event Permits for the provision of BSO fire personnel if applicable. Use of on-duty staff for such standby services shall not be permitted unless documented exigent circumstances occurring within the TOWN necessitate such use. Any other fees retained shall be subject to the written approval of the Town Manager.
- e. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the fire and emergency medical agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN will make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of fire and emergency medical activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.
- f. The TOWN shall retain any Chapter 175 premium tax monies for TOWN pension plans.

8. **VEHICLES, EQUIPMENT AND OTHER PERSONAL PROPERTY**

- a. The Fire Rescue apparatus and vehicles (collectively, the "Vehicles") shall be used solely within the DISTRICT, except in the event of a declared state of emergency, mutual aid incident or automatic aid incident. Fire Rescue Vehicles requested for use outside of Broward County for a declared emergency, mutual aid incident or automatic aid incident as described herein shall require the consent of the Town Manager. Except for a declared emergency, mutual aid incident or automatic aid incident as described herein, the Fire Rescue Vehicles shall not be used to service any other municipalities or the unincorporated areas of Broward County unless otherwise permitted pursuant to this Agreement.

The title to any vehicles leased or purchased by the TOWN and transferred or used by BSO or lease-purchased by the TOWN and utilized by BSO for the provision of services under this Agreement shall be titled in the name of BSO or the TOWN, as applicable, unless the provisions of the TOWN's lease purchase agreement provide otherwise.

- b. Upon termination of this Agreement, BSO shall return to the TOWN, without cost or charge to the TOWN any Transferred Vehicles or leased property that was provided to BSO in a like kind condition, normal wear and tear excepted, or a replacement which must be of a like quality, design and condition as the Transferred vehicle or leased property. Any disagreement between the TOWN and BSO as to the value or condition of the Transferred Vehicles or leased Property or any replacement property shall be settled by an outside appraisal company agreeable to both parties. With respect to any TOWN owned property destroyed and replaced by insurance required herein, the replacement property shall be returned to the TOWN upon termination of this Agreement.

- c. Capital Replacement.

The TOWN and BSO will maintain a capital replacement schedule of vehicles and equipment necessary for BSO to provide emergency medical, fire protection and fire prevention services to the TOWN. The vehicles and equipment shall be in accordance with BSO's required specifications. On an annual basis as part of the budgetary process, the District Chief and the Town Manager will review and revise the capital replacement plan as necessary. In the event that unforeseen capital replacements are necessary, the District Chief will notify the Town Manager of the need for such capital replacement(s) and the TOWN, **at its cost**, will work in cooperation with BSO to provide such replacement within a reasonable time thereafter, however, TOWN has final approval on budgeting and purchase of the vehicles. Town will be responsible for replacing the rescue truck assigned to the Town. **TOWN will be responsible for fifty percent of the cost to replace the fire engine assigned to the District.**

Commented [TA3]: Why are we required to pay 50 percent?

- d. Subleasing of vehicles

BSO acknowledges that some vehicles used by BSO to provide services pursuant to this Agreement are vehicles leased-purchased by the TOWN. TOWN agrees to it may sublease such vehicles to BSO in accordance with the provisions of the applicable Lease Agreement. TOWN is responsible for making lease payments.

e. Damage to Vehicles.

In the event that a Vehicle or any equipment is damaged during the term of this Agreement, the District Chief shall notify the Town Manager. Repairs will be facilitated by BSO with the cost of such repairs paid for consistent with this Agreement.

f. Maintenance.

BSO shall maintain the Vehicles provided by the TOWN, according to the Vehicle manufacturer's specifications and recommendations. BSO shall retain the Vehicle maintenance records. The TOWN shall have the right to audit such records at any given time. The District Chief shall notify the Town Manager whenever TOWN-owned equipment is taken out of service for maintenance or repairs. BSO shall use personnel appropriately trained and certified to work on emergency vehicles. Such Vehicles provided by the TOWN shall be manufactured pursuant to BSO's required specifications, within reason and to the greatest extent possible.

g. For TOWN or BSO owned vehicles, assigned to the District, the lettering on the vehicles, in addition to "Broward Sherriff's Office" shall include Town of Pembroke Park.

h. BSO shall be responsible for equipping such Vehicles with regard to all necessary equipment, as determined by BSO, for emergency medical services and fire protection services, including communication devices, and shall be responsible for the maintenance of such equipment. BSO shall have the flexibility to move equipment between the Vehicles provided that all of the in-service Vehicles within the TOWN are fully equipped with equipment that is in good working order. Once the equipment has reached the end of its useful life, BSO shall replace such equipment as agreed upon by both parties and such cost shall be added to the annual consideration paid by the TOWN.

9. **DISTRICT CHIEF**

a. BSO shall provide, pursuant to this Agreement, a District Chief (Department of Fire Rescue and Emergency Services non-bargaining unit command officer of appropriate rank). The District Chief shall be assigned full-time to the District and shall provide direct supervision of activities for the fire stations and personnel/apparatus provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the TOWN. BSO's District Chief shall also function as a member of the TOWN's staff with regard to fire rescue issues and report to the Town Manager in that capacity. The District Chief shall be responsible for all emergency medical and fire protection related emergency management duties on behalf of the TOWN, and

his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the District. The TOWN and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the TOWN's Fire Chief.

- b. The selection of a District Chief Officer shall be agreed upon between the Town Manager and the City Manager of the City of West Park and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the District. BSO shall provide TOWN with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within 15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within fifteen (15) days after TOWN's receipt of such notice, representatives from both BSO, TOWN and West Park shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the Managers have selected an individual to serve as the District Chief Officer.
- c. The District Chief shall meet and confer with the Town Manager as needed and directed by the Town Manager, for the purpose of maintaining the viability and vitality of this Agreement. The District Chief shall serve on a full-time basis, until such time as the Town Manager and City Manager concur in the transfer or change of duty of him/her according to the terms of this Agreement.
- d. The District Chief shall remain an employee of BSO, subject to the development strategies designed to enhance current capabilities and future assignments of the Broward Sheriff's Office. Succession planning remains BSO's commitment to the current and future needs of both the TOWN and BSO.
- e. BSO shall provide, pursuant to this Agreement, the necessary supervisory personnel to serve as liaisons between the Station personnel and the District Chief.
- f. In the event TOWN and City of West Park become dissatisfied with the performance of the District Chief, TOWN shall provide notification to BSO. Thereafter, representatives of BSO, West Park and TOWN shall meet to discuss possible remedies of the problems experienced by TOWN. BSO agrees to act in good faith in resolving any problems experienced by TOWN. If the Town Manager and City Manager still desire that BSO remove the District Chief, BSO shall do so immediately.

BSO, in its sole discretion, shall have the right to remove the District Chief from the District at any time for any of the following reasons:

- 1. The District Chief is being promoted in rank;
- 2. The District Chief is being demoted;
- 3. The District Chief is being disciplined;
- 4. The District Chief is retiring;

5. The District Chief submits a request to transfer out of the TOWN;
6. The District Chief is under investigation by BSO or any other federal, state or local law enforcement agency;
7. The District Chiefs failure to meet documented BSO performance standards and requirements; or
8. Prior to the removal of the District Chief, the Sheriff meets with the Town Manager and notifies the Town Manager that the Sheriff has lost confidence in the District Chief.

The removal of the District Chief from the District for any reason not specified above shall require the prior approval of the Town Manager.

- h. The District Chief will attend management and Town Commission meetings as directed by the Town Manager. Both parties understand and agree that the attendance of the District Chief is essential to maintain the viability and vitality of this Agreement, but also recognize that the District Chief may occasionally be unavailable, due to illness, scheduled vacation or scheduled training. In the event the District Chief is unable to attend a meeting described herein, the District Chief will advise the Town Manager of the person(s) authorized to attend in place of the District Chief.

10. **INSURANCE**

- a. Vehicles and/or equipment not subject to lease-purchase agreements.

1. BSO shall maintain liability and automobile insurance policies for BSO owned vehicles in the minimum amounts set forth below:

General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000

TOWN will maintain the same level of coverage for any TOWN owned vehicles provide to BSO for its use in providing the services.

2. BSO shall provide the TOWN with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to the effective date of this Agreement, and, at any time thereafter, upon request by the TOWN. BSO shall maintain these insurance policies throughout the Term. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self- insurance program.
3. In the event BSO's required insurance coverage is modified during the Term of this Agreement, BSO shall provide the TOWN with at least thirty (30) days prior written notice.

4. The TOWN shall have the option to insure any and/or all of the BSO non-leased fire rescue vehicles and equipment through BSO on an annual basis with the cost of any such insurance to be included in the consideration payable by the TOWN to BSO. In the event that a vehicle and/or any equipment is damaged or totaled during the term of this Agreement, BSO shall handle the repair or replacement with the cost of such repair or replacement being paid as follows:
 1. If the TOWN elected to insure the vehicle and/or equipment through BSO for the period in which the damage occurred, BSO will submit all necessary paperwork to the insurance carrier. Any costs or expenses not covered by insurance will be paid by the TOWN in addition to the consideration set forth herein.
 2. If the TOWN did not elect to insure the vehicle and/or equipment through BSO for the period in which the damage occurred, the TOWN shall be responsible for the cost of the repair and/or replacement. The cost will be paid by the TOWN in addition to the consideration set forth herein, however, TOWN has final approval on budgeting and purchase of the vehicles.
- b. Vehicles and/or equipment subject to lease-purchase agreements.
 1. Insurance for vehicles and/or equipment subject to lease-purchase agreements shall be obtained by BSO or TOWN in accordance with the provisions of the applicable lease purchase agreement in the amounts required by the applicable lease-purchase agreement.
 2. If the insurance is purchased by BSO, the cost of any such insurance shall be included in the consideration payable by the TOWN to BSO. In the event that a vehicle and/or any equipment is damaged or totaled during the term of this Agreement, BSO shall handle the repair or replacement with the cost of such repair or replacement being paid as follows:
 3. BSO will submit all necessary paperwork to the insurance carrier. Any costs or expenses not covered by insurance will be paid by the TOWN in addition to the consideration set forth herein.

11. **MUTUAL AID**

BSO and TOWN recognize and acknowledge that BSO provides fire/rescue throughout Broward County and such services may be provided from the facilities and with personnel and apparatus located within or outside the municipal boundaries of the TOWN on a short term basis.

BSO may develop mutual aid agreements with the government agencies within and outside of Broward County to provide improved fire and emergency medical services coordinated operational resources. The Town Manager shall be notified of such agreements in a timely manner.

12. **DEFAULT**

- a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):

1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure; or
 2. Performance of Services. Failure of BSO to perform the Emergency Medical, Fire Protection or Fire Prevention Services as required herein at any time during the Term;
 3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Emergency Medical, Fire Protection or Fire Prevention Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach; or
 4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
1. Terminate this Agreement pursuant to Section 14 herein; or
 2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public; or
 3. Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party; or
 4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof; or
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.
- c. Interest and Late Charges. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, **overdue**

for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law.

In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

13. **TERMINATION**

- a. In the event of the expiration of this Agreement or the termination by either party, the other party shall render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service. In the event of such termination or expiration and in the further event that the TOWN is unable to provide the same level of service through its own fire rescue force at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 12 months or until TOWN is capable of rendering such Fire Rescue Services, whichever occurs sooner. The consideration to be paid to the BSO during the transition period shall be based upon the projected cost of providing such services during the transition period, at the level of staffing determined reasonably necessary by BSO.

Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination.

- b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of the receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in this Section. Material breaches shall include but are not limited to, failure by the TOWN to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement, violations of Governing Standards, local and federal laws, the BSO policies and procedures, or other terms and conditions of this Agreement.
- c. In the event of termination or upon the expiration of this Agreement, the TOWN may request to purchase from BSO any piece of equipment, including fire rescue vehicles owned by BSO that are directly attributable to or in use by the District at the time of such termination or expiration in connection with the services contemplated herein. The purchase price for such equipment shall be determined by mutual agreement of the parties based on the fair market value of such equipment at the time of the TOWN's request to purchase.
- d. Upon termination or expiration of this Agreement, all equipment and vehicles shall remain in service within the TOWN until such time as the TOWN and BSO execute such documents as are necessary to transfer liability for such vehicles

and/or equipment, as applicable, from BSO to the TOWN at the time the TOWN takes possession of such vehicles and/or equipment.

Upon the parties reaching a mutual agreeable purchase price for the equipment owned by BSO pursuant to this Section, and payment by the TOWN, BSO shall convey all of its rights, title and interest, thereto, including fire rescue vehicles, to the TOWN by Bill of Sale Absolute or Certificate of Title, as applicable.

- e. Should this agreement, or any part thereof, be declared void or otherwise unenforceable by a court of law, the parties recognize that there will be costs in complying with any such order of the court. In such case, each party shall bear its own costs and said order of the court shall be deemed a notice of termination and the parties will implement the order in a manner consistent with the methodology set forth above for termination without cause, unless otherwise required by court order.

14. INDEMNIFICATION

TOWN and BSO shall each be individually and separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

To the extent permitted by law, TOWN shall indemnify defend, and hold BSO, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in Equity, which results from or arises out of the intentional or negligent acts or omissions of TOWN, its employees, agents, or servants and TOWN shall indemnify BSO, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which BSO, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of TOWN, its employees, agents, or servants. For purposes of this provision, TOWN employees shall not be deemed agents or servants of BSO and BSO employees shall not be deemed agents or servants of TOWN. The TOWN shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

To the extent permitted by law, BSO shall indemnify, defend, and hold TOWN, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of BSO, its employees, agents, servants and BSO shall indemnify TOWN, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which TOWN, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of BSO, its employees, agents, or servants. For purposes of this provision, TOWN employees shall not be deemed agents or servants of BSO and BSO employees shall not be deemed agents or servants of TOWN. BSO will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

15. CONTRACTOR RELATIONSHIP

TOWN hereby retains BSO as an independent contractor to provide Fire Rescue Services for the TOWN, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Fire Rescue Services shall be provided to the TOWN, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Fire Employees shall have the power and authority granted by the TOWN pursuant to Section 3 hereof.

16. NO PARTNERSHIP

The relationship between the TOWN and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the TOWN nor BSO will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the TOWN and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The TOWN and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

17. REPRESENTATIONS AND WARRANTIES OF TOWN

The TOWN represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

- a. The TOWN is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as may be limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) results in the violation by the TOWN of any provision of any Applicable Law applicable to TOWN or to which TOWN may be subject, (c)

violates or conflicts with any charter or other document governing the actions of TOWN, or (d) requires TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

- d. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

18. REPRESENTATIONS AND WARRANTIES OF BSO

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

- a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) results in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violates or conflicts with any charter or other document governing the actions of BSO, or (d) requires BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Fire Rescue Services and the employment of the District Fire Employees.

- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 6(i). Additionally, neither party shall have the right of set-off nor the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

19. INTERPRETATION

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

20. ACCOUNTING TERMS

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

21. CROSS REFERENCES

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

22. DRAFTING

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

23. NOTICE

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

TOWN:

See Special Terms and Conditions

BSO:

BSO
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other party.

24. NON-ASSIGNABILITY

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

25. TIME OF THE ESSENCE

Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

26. ENTIRE AGREEMENT

This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

27. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida.

Each of TOWN and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

28. WAIVER OF RIGHTS

TOWN and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, TOWN and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

29. SEPARABILITY

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

30. WAIVER

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

31. ATTORNEYS' FEES

~~In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment for all reasonable costs and reasonable attorneys' fees (both trial and appellate) incurred in connection therewith.~~

32. DESCRIPTION OF SERVICES

BSO shall provide comprehensive Emergency Medical, Fire Protection and Fire Prevention Services within the municipal boundaries of the TOWN which includes

services (a) customarily rendered by municipal fire departments or BSO, and (b) required to be performed under Applicable Laws or TOWN Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the TOWN and BSO will negotiate in good faith to address the increased costs.

BSO shall not utilize a third party provider for the provision of services referenced in this Agreement unless first approved by the TOWN in its sole and absolute discretion.

BSO fire rescue services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

- a. Direct Services – are those services that are provided by the District Fire Employees.
- b. Indirect Services – are those BSO-provided Non-District Fire Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the TOWN).
- c. Special Detail Services – are those services offered by BSO that allows public and private entities to contract for the services of BSO's fire/rescue personnel during off-duty hours.
- d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County fire/rescue agencies (irrespective of whether they have an agreement with BSO) that requests such service.

Each of these services is detailed further below.

DIRECT SERVICES

The Fire Rescue Services provided by BSO pursuant to this Agreement are as follows:

- a. **General Fire Rescue**
 - 1. BSO shall provide Fire Company pre-fire plan evaluations of required occupancies as well as hydrant testing and inspection in accordance with ISO and related departmental standards, designed to reduce the risk of property damage, injury, or loss of life from fire.
 - 2. BSO shall provide Unified Incident Command at the scene of all significant and relative incidents within the TOWN for the purpose of maintaining continuity in care, communication and mitigation of hazards.
- b. **Emergency Medical Services**
 - 1. BSO shall provide emergency medical services to the TOWN on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement. BSO shall provide the personnel, and the TOWN shall provide the apparatus, for emergency medical services in the manner set forth in Exhibit "A".

2. BSO possesses and shall maintain throughout the term of this Agreement a Class 1- ALS Rescue Certificate of Public Convenience and Necessity ("CON") and an appropriate State of Florida license enabling BSO to provide advanced life support services, as well as basic life support services, to patients upon arrival at emergency scenes requiring immediate emergency medical care.
3. BSO shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department. BSO shall transport patients to the nearest appropriate receiving facility in accordance with adopted medical protocols and at the discretion of the attending paramedic.
4. Training and certification of BSO's paramedics shall be the responsibility of BSO.
5. BSO shall provide medical control and oversight through the use of a comprehensive continuous quality improvement program as outlined in Chapter 401, Fla. Stat.

c. **Fire Protection Services**

1. BSO shall provide fire protection services to the TOWN on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement. BSO shall provide the personnel, and the TOWN shall provide the apparatus, for fire protection services in the manner set forth in Exhibit "A".
2. Training and certification of BSO's firefighters shall be the responsibility of BSO.
3. BSO shall provide Fire Company pre-fire plan evaluations of required occupancies as well as hydrant testing and inspection in accordance with ISO and related departmental standards, designed to reduce the risk of property damage, injury, or loss of life from fire. TOWN shall pay for hydrant markers and supplies.
4. BSO shall provide Unified Incident Command at the scene of all significant and relative incidents within the TOWN for the purpose of maintain continuity in care, communications and mitigation of hazards.
5. BSO shall make its best efforts to maintain an Insurance Service Organization (ISO) Class One rating for the TOWN's fire protection services throughout the term of this Agreement.

d. **Fire Prevention Services**

1. BSO shall provide fire prevention services ("Fire Prevention Services"), to include but not be limited to fire plan review, new construction and fire plan inspections, annual fire inspection, fire and arson investigation and enforcement of all applicable statutes and codes. BSO shall provide Fire Prevention Services to the TOWN on a forty hour (40) five (5) days per week full-time basis and for Inspector call-out during the term of the Agreement, with the personnel specifically described in Exhibit A, Special Terms and Conditions.

2. BSO shall provide, as funded by the TOWN, all vehicles, equipment and personnel to perform Fire Prevention Services, and shall provide personnel for full time use of the TOWN for Fire Prevention Services in the manner set forth in Exhibit "A".

e. **Other Direct Services**

1. BSO shall provide public education programs, subject to funding, through personnel assigned to the TOWN, designed to reduce the risk of property damage, injury, or loss of life from fire.
2. BSO shall provide a functional computerized fire rescue and emergency medical Records/Information Management System for the purpose of tracking incident information for TOWN required reports and providing billing information for emergency medical calls for BSO's contracted billing agency.
3. BSO shall provide joint fire and emergency medical training with surrounding municipal departments in an effort to develop close working relationships with mutual/automatic aid providers. Such training should be designed as to reduce the risk of property damage, injury, or loss of life from fire or other emergency medical incidents.
4. BSO shall create and or maintain close working relationships with hospital districts.
5. BSO shall provide representation, either by the Chief Officer or his/her designee, at regularly scheduled Home Owners Association meetings when requested by the TOWN.
6. BSO shall maintain throughout the term of this Agreement a Medical Director as required by Chapter 401, Florida Statutes, who shall act as the Medical Director for all BSO fire rescue service areas.

INDIRECT SERVICES

The TOWN indirectly receives the benefit of the following services associated with fire rescue by virtue of this Agreement with BSO:

- a) Administration
- b) Budget;
- c) Central Supply;
- d) Compensation and Assessment;
- e) Employee Assistance Program;
- f) Employee Benefits;
- g) Information Technology Division;
- h) Equal Employment Opportunity Division;
- i) Community Services (Media Relations and Public Relations);
- j) Finance;
- k) Fleet Control;
- l) Grants Management;
- m) Human Resources;
- n) Office of the General Counsel;

- o) Labor Relations;
- p) Purchasing;
- q) Records;
- r) Recruitment;
- s) Regional Logistics Services;
- t) Selection and Assessment;
- u) Staffing Office; and
- v) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the TOWN.

The cost of indirect services are allocated to this Agreement and included in the consideration set forth in Exhibit "A".

SPECIAL DETAIL SERVICES FOR TOWN EVENTS

1. BSO's emergency medical and fire protection personnel shall be used to provide services at special events held within TOWN.
2. BSO will provide special detail services for TOWN sponsored events; however the Chief Officer, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the Chief Officer's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the TOWN will incur no additional costs associated with such services; however the TOWN understands and acknowledges that the on-duty personnel may be called to an incident during the TOWN sponsored event. For those TOWN-Sponsored events in which the Chief Officer determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail or overtime and the TOWN will be charged at BSO's special detail or overtime rates at the time of the event.
4. Special details for which fire rescue personnel must be dedicated or assigned to an event shall be worked out between BSO and the non-TOWN sponsoring agency, and all costs for such detail shall be borne by the sponsoring agency and not the TOWN.
5. Special Detail Costs – TOWN shall reimburse BSO only for the cost of additional labor if the equipment and fuel used are those covered by this Agreement.
6. All special details that require Fire/EMS in the TOWN shall be provided by BSO.

COUNTYWIDE SERVICES

In addition to the foregoing emergency medical, fire protection and fire prevention services, BSO shall provide the following specialized services, consistent with service levels BSO concurrently renders to other agencies and municipalities that request such services, at no additional cost to the TOWN (for any such ancillary service, that incurs cost, BSO has the right to bill any and all 3rd party groups such as insurance companies for cost recovery and BSO shall retain all funds recovered.

- a. BSO shall provide, as needed, hazardous material response services equipped and trained to provide specialized response in case of an accidental spill or leak of hazardous materials or product.
- b. BSO shall provide air rescue services.
- c. BSO shall provide technical rescue services with specially equipped and trained personnel for above grade/high angle and below grade rescues.
- d. Any other services, excluding those indirect services listed, BSO normally provides to other fire rescue agencies throughout Broward County, whether they have a contract with BSO or not.

The TOWN recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover the BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the TOWN accordingly in writing. In such an event, the countywide service shall be discontinued, unless the TOWN and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

BSO shall provide notice to the TOWN of any substantive change to the Countywide Services due to Broward County not fully funding the services or equipment as provided for under this Section.

AUTOMATIC AID

BSO or the TOWN shall not enter into any automatic aid agreements utilizing the personnel and/or equipment enumerated in this Agreement during the term of this Agreement without the mutual consent of both parties. BSO is, however, encouraged to participate in mutual aid agreements.

ADDITIONAL SERVICES:

Upon the request of the TOWN Manager and subject to BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.

DRAFT

EXHIBIT A
SPECIAL TERMS AND
CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the TOWN and BSO:

TOWN:	Town of Pembroke Park
EFFECTIVE DATE:	TBD
TERM:	TBD <u>October 1, 2022 – September 30, 2023</u>
RENEWAL OPTION:	Renewable for five <u>one</u> , one <u>five</u> year terms upon the Town and BSO agreeing to such renewal and the terms and conditions thereto.
STATION ADDRESSES:	Station 27 is located at: 2610 SW 40 Avenue, West Park, Florida 33023
TOTAL STAFFING:	Utilizing the staffing structure as provided below, BSO shall provide the District with the following level of staffing: <u>Non-shift Personnel</u> District Chief 1 Prevention Personnel 2 (one Fire Prevention Officer, one Fire Safety Inspector)

	Shift Personnel Battalion Chief 1 Captains 4 Lieutenants 8 Driver Engineers 4 Firefighter/Paramedics 13 Total 33
VEHICLE AND STAFFING STRUCTURE FOR THE DISTRICT: (Town of Pembroke Park and City of West Park)	<i>Fire Apparatus/ALS Engine or ALS Ladder:</i> One (1) company officer (Captain) Firefighter Paramedic One (1) Driver Engineer Firefighter Paramedic One (1) Firefighter Paramedic Two <u>ALS Rescue Transport</u> One (1) company officer (Lieutenant) Firefighter Paramedic One (1) FireFighter/Paramedic
NOTICE TOWN ADDRESS:	Town Manager Town of Pembroke Park 3150 SW 52 Avenue Pembroke Park, FL 33023 Copy to: Town Attorney Town of Pembroke Park 3150 SW 52 Avenue Pembroke Park, FL 33023
CONSIDERATION Monthly Consideration for all General and Town Specific Services	\$ <u>PLEASE PROVIDE</u> (FY 2022) The consideration represents the Town's share for the District. 50% by Town and 50% by City of West Park

AGENDA ITEM REPORT



To:

Subject: S.W. 52nd Avenue - sinkhole repair

Meeting: 08 10 2022 AGENDA REGULAR COMMISSION MEETING - Aug 10 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

FINANCIAL IMPACT:

We are requesting an amount not to exceed \$100,000.00 for all repairs.

RECOMMENDATION:

We are looking for direction from the commission.



HAROLD F. PRYOR
STATE ATTORNEY
 SEVENTEENTH JUDICIAL CIRCUIT OF FLORIDA
 BROWARD COUNTY COURTHOUSE
 201 S.E. SIXTH STREET
 FORT LAUDERDALE, FL 33301-3360

PHONE (954) 831-6960

REQUEST FOR WAIVER OF PROSECUTION

Office of the State Attorney, 17th Judicial Circuit, Broward County, Florida

CASE REFERENCE

DEFENDANT: Paul, Jamari

DATE OF INCIDENT: 04/23/2022

CASE #: 22-1121DL

WAIVER

I, Town of Pembroke Park, understand that my signature below does not guarantee that prosecution of this matter will be discontinued, and that only the State Attorney's Office can make that determination.

My current address: 3150 SW 52 Ave Pembroke PK FL
 Phone: (954) 966-4600

I do hereby request that prosecution against the above-named defendant on charge(s) of

1. Grand Theft

be discontinued for the following reason(s):

Town would like to have the defendant perform community service in the Town as restitution. Mr. Paul has already completed 95 hrs of community service

I understand that this waiver may have no effect on the continued prosecution of the defendant and that if subpoenaed I am still obligated to appear in court for the dates/times indicated on any subpoena that I receive.

DATE: _____ SIGNED: _____

Complainant

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by the Complainant whose Signature appears above, who has produced as identification (check one): () Florida Drivers License, () Florida ID card, () Other, described more particularly below, and who did take an oath that the statements contained herein are true and correct to the best of Complainant's knowledge and belief, this ____ day of _____, 20__.

Complainant's Identification # _____

NOTARY PUBLIC, STATE OF FL
 Commission # _____



HAROLD F. PRYOR
STATE ATTORNEY
SEVENTEENTH JUDICIAL CIRCUIT OF FLORIDA
BROWARD COUNTY COURTHOUSE
201 S.E. SIXTH STREET
FORT LAUDERDALE, FL 33301-3360

PHONE (954) 831-6960

REQUEST FOR WAIVER OF PROSECUTION

Office of the State Attorney, 17th Judicial Circuit, Broward County, Florida

CASE REFERENCE

DEFENDANT: Raulin Santana
DATE OF INCIDENT: 04/23/2022 **CASE #:** 22-1121DLB

WAIVER

I, Town of Pembroke Park, understand that my signature below does not guarantee that prosecution of this matter will be discontinued, and that only the State Attorney's Office can make that determination.

My current address: 3150 SW 52 Ave Pembroke Pk FL
Phone: (954) 966-4600

I do hereby request that prosecution against the above-named defendant on charge(s) of

1. Grand Theft

be discontinued for the following reason(s):

Town would like to have the defendant perform community service in the Town as restitution.

I understand that this waiver may have no effect on the continued prosecution of the defendant and that if subpoenaed I am still obligated to appear in court for the dates/times indicated on any subpoena that I receive.

DATE: _____ SIGNED: _____

Complainant

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by the Complainant whose Signature appears above, who has produced as identification (check one): () Florida Drivers License, () Florida ID card, () Other, described more particularly below, and who did take an oath that the statements contained herein are true and correct to the best of Complainant's knowledge and belief, this ____ day of _____, 20__.

Complainant's Identification # _____

NOTARY PUBLIC, STATE OF FL
Commission # _____

RESOLUTION NO. 2022-012

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A WAIVER OF PROSECUTION IN REGARD TO THE CASE OF RAULIN SANTANAB (CASE NO. #22-1121DLB) SO THAT DEFENDANT CAN PROVIDE RESTITUION TO THE TOWN THROUGH COMMUNITY SERVICE, REQUESTING THE STATE ATTORNEY TO APPROVE A WAIVER OF PROSECUTION, AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE REQUEST FOR WAIVER OF PROSECUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Raulin Santana allegedly stole a golf cart from the Town of Pembroke Park and has been charged by the State of Florida for such theft;

WHEREAS, the Town of Pembroke Park wishes to the State Attorney to approve a Request for Waiver of Prosecution to that Mr. Santana can provide restitution by performing community service within the Town; and

WHEREAS, the Town finds that it in the best interest of the Town to authorize the Mayor to execute the Request for Waiver of Prosecution for Mr. Santana.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The “WHEREAS” clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The Town Commission of the Town of Pembroke Park desires to waive prosecution against Mr. Santana, requests the State Attorney to waive prosecution against Raulin Santana and authorizes the Mayor to execute a Request for Waiver of Prosecution in this case on behalf of the Town.

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, THIS 10th DAY OF AUGUST, 2022.**

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

RESOLUTION NO. 2022-013

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A WAIVER OF PROSECUTION IN REGARD TO THE CASE OF JAMARI PAUL (CASE NO. #22-1121DL) SO THAT DEFENDANT CAN PROVIDE RESTITUTION TO THE TOWN THROUGH COMMUNITY SERVICE, REQUESTING THE STATE ATTORNEY TO APPROVE A WAIVER OF PROSECUTION, AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE REQUEST FOR WAIVER OF PROSECUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Jamari Paul allegedly stole a golf cart from the Town of Pembroke Park and has been charged by the State of Florida for such theft; and

WHEREAS, the Town of Pembroke Park wishes to the State Attorney to approve a Request for Waiver of Prosecution to that Mr. Paul can provide restitution by performing community service within the Town; and

WHEREAS, Mr. Paul has already performed 95 hours of community service in the Town;

WHEREAS, the Town finds that it in the best interest of the Town to authorize the Mayor to execute the Request for Waiver of Prosecution for Mr. Paul.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The “WHEREAS” clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The Town Commission of the Town of Pembroke Park desires to waive prosecution against Mr. Santana, requests the State Attorney to waive prosecution against Jamari Paul and authorizes the Mayor to execute a Request for Waiver of Prosecution in this case on behalf of the Town.

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

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**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, THIS 10th DAY OF AUGUST, 2022.**

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

CONFIDENTIAL

Town of Pembroke Park

Memo

To: Miguel Nunez, Lucie Manzerolle, HR
From: Joseline Ramirez
cc: Town Manager
Date: 05/25/2022
Re: Lakeshore MHP Inspection Incident

The Town Attorney, Melissa Anderson, Code Officer, Erik Richwagen, and I went on a ride along to go over the violations concerning Lakeshore Mobile Home Park Case 6642 which is currently being appealed by the property owner's attorney. As we headed to the location 2701 S Park Rd, Melissa began to discuss about the case being appealed and how in her opinion it is not a priority or worth losing money over. She added that she doesn't like going to circuit court because you never know who's going to be there and how it will turn out. She emphasized that the case is probably not worth fighting for. She also mentioned that we do not have the funds to if we lose the case. I responded that the Case is worth fighting for because it will set a standard for all the Mobile Home Park's within the Town and that we have major issues with multiple Mobile Home Park Owners that have allowed their tenants to build over water main lines, sewer lines and encroaching onto the mean of egress(common areas). I mentioned that we have a job to do and that at the end of the day it is the Town Commission decision if they want to pursue the case or not. That's when Melissa responded and said that we need to ask the Mayor if his police money can pay for this type of appeal. In this moment, I felt that it was an unprofessional comment, and I did not responded. Moreover, I also added, that the Town of Medley takes the same action, but she interrupted me and said that she is very familiar with the Town of Medley and that she was a respondent for some violations that her father was responsible for. I listen to her comment and asked her if her father owned a mobile home and she said no that it was a warehouse (commercial). After, I again mentioned that the Town of Medley practice citing the Mobile Home **Park Owner** if it is one parcel (one folio #) and if it is individual parcels (folio #) they will cite the Mobile **Home Owners** individually. I elaborated and said that because the additions are not part of the mobile home model (title) the Mobile Home **Park Owners** are responsible for allowing their tenants to build on the land that they are leasing to the Mobile **Home Owners**. In the same way we cite a Property Owner for allowing businesses (tenants) to build on their property.

We finally got to our destination, and I began explaining one of the violations to Melissa, later on she suggested that we step out of the vehicle to physically see the violations. When we did so I noticed that there was a demo of a Mobile Home at 107 David Drive, that's when I advised Erik and Melissa that I had to address the situation that they may continue without me. When I got back to Erik and Melissa I noticed that Erik's demeanor had changed, he seemed upset about something. That's when I noticed that Melissa's demeanor also changed, her voice was very elevated, and she was giving marching orders about writing every single detail about the violations and that every unit with a violation must be written down. I de-escalated the situation by assuring her that we would get all the data that she was asking for and that it is a simple fix because we have a map of the Mobile Home Park and all the units (lots) in fact had an addition, except for 147 Janis and 107 David Drive because they had been recently demolished. After showing Melissa around she agreed that the property owners allowed their tenants to do whatever they wanted on the Mobile Home Park and that they would need to address each lot individually.

There was a moment during the inspection that Erik had mention to me in the car that Melissa had yelled at him and that she was extremely rude. We discussed that we were both in agreement that Melissa came with a poor attitude and that she did not seem interested in the Case at all. We also agreed that we felt as though she did not review the previously provided Notice of Violation and photos in its entirety.

LAW OFFICES

JOHNSON, ANSELMO, MURDOCH, BURKE, PIPER & HOCHMAN, P.A.

DAMIAN H. ALBERT, P.A.
SCOTT D. ALEXANDER, P.A.
MICHAEL T. BURKE *
SELENA A. GIBSON
HUDSON C. GILL, P.A.
JEFFREY L. HOCHMAN, P.A.
DUCHANT JOHNSON

* BOARD CERTIFIED CIVIL TRIAL LAWYERS

A PROFESSIONAL ASSOCIATION
2455 EAST SUNRISE BOULEVARD
SUITE 1000
FORT LAUDERDALE, FL 33304

(954) 463-0100 Broward
(305) 945-2000 Dade
(561) 640-7448 WPB

TELECOPIER (954) 463-2444

E. BRUCE JOHNSON *
MELISSA L. JOHNSON
W. HAMPTON JOHNSON IV, P.A.
MICHAEL R. PIPER *
JONATHAN H. RAILEY
DAVID M. SCHWEIGER, P.A.
CHRISTOPHER J. STEARNS, P.A.

RETIRED:
RONALD P. ANSELMO
BURL F. GEORGE
ROBERT E. MURDOCH

July 8, 2022

J.C. Jimenez
jcjimenez@tppfl.gov
Town Manager
Town of Pembroke Park
www.tppfl.gov
3150 SW 52nd Ave
Pembroke Park, FL 33023

Re: Complaint filed by Erik Richwagen

Dear Mr. Jimenez:

On June 8, 2022, the Town of Pembroke Park ("Town"), retained this firm to conduct an independent investigation of a workplace complaint. The Town initiated the investigation in accordance with the Town's handbook. This is our final report of the investigation.

Complaint initiating investigation

On May 25, 2022, Town Code Enforcement Officer, Erik Richwagen ("Richwagen"), submitted a "complaint" to his supervisor, Joseline Ramirez ("Ramirez"), about the Town Attorney, Melissa Anderson ("Anderson"). The complaint stated:

Good morning, Joseline

This morning when we got together with the town attorney Melissa to discuss lakeshore MHP and do our walkthrough there was an incident that occurred and some concerns, I need to tell you about. To begin with when we were all together in the car heading towards lakeshore MHP I felt that Melissa was undermining the importance of what we are trying to do with this case. I found it very unprofessional when she said that this case was not a priority and that she didn't find it worth pursuing the appeal. I was also alarmed when she said that taking cases to circuit court is not something she likes to do. When we arrived at lakeshore MHP and got out of the vehicle you walked

over to investigate something you saw. Once you had left and it was just me and Melissa, she began yelling at me for what I felt like was no reason. In a loud and hostile tone, she began saying the following “you need to write down all these lot numbers”, “you need to tell me what page these violations are on and what city ordinance is attached to them”, “where exactly does this violation match up to this property” (sic). All these documents and all this information was previously provided to her, and she also had a copy of the case overview with all the information needed with her. The way she yelled at me and the way she approached this in your absence was highly unprofessional, Hostile and I feel disrespected by this. I do not feel comfortable speaking to her one on one after this and I do not feel as though she is taking these code enforcement cases and matters seriously.

Richwagen’s complaint complied with the complaint procedure detailed in the Town’s Equal Employment Opportunity (EEO) Policy, which is found in the Town’s handbook. Subsequently, Town Manager Jimenez notified Richwagen of the initiation of this independent investigation of Richwagen’s complaint.

Applicable policies of the Town

The Town’s EEO Policy provides:

“The Town of Pembroke Park is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training.

The Town shall not discriminate against any employee or job applicant and prohibits discrimination against any person on the basis of race, color, sex, sexual orientation, sexual gender identity, age, religion, national origin, marital or veteran status, height, weight, disability, political affiliation, or other protected classes.

The Town hires those individuals authorized to work in the United States.

The Town adheres to the following federal laws which prohibit workplace discrimination and are enforced by the U.S. Equal Employment Opportunity Commission (EEOC).

...

HARASSMENT AND DISCRIMINATION

Harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, (ADEA), and the Americans with Disabilities Act of 1990, (ADA).

1. Harassment is unwelcome conduct that is based on race, color, religion, sex-gender (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where:

A) Enduring the offensive conduct becomes a condition of continued employment, or B) The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

...

BULLYING

The Town will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Bullying is defined as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating, or intimidating behaviors.*
- Work interference/sabotage that prevents work from being done.*
- Verbal abuse.*

Such behaviors violate the Town's Code of Ethics and Code of Conduct, as all employees will be treated equally with dignity and respect.

The Town considers the following types of behavior examples of bullying:

- Verbal bullying: slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.*
- Physical bullying: pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault, damage to a person's work area or property.*
- Gesture bullying: nonverbal gestures that can convey threatening messages.*
- Exclusion: socially or physically excluding or disregarding a person in work-related activities."*

The Town's EEO Policy also provides a complaint resolution procedure. All employees, who either experience or observe any form of harassment or bullying, are encouraged by the policy to report the incident to their supervisor or to Human Resources. Richwagen complied by making his report to his supervisor, Joseline Ramirez.

Scope and conduct of investigation

The Town tasked this firm with investigating Richwagen's complaint. Specifically, our purpose was to scrutinize the operation and working atmosphere between Richwagen, Ramirez, and Anderson and determine, if possible, the existence or non-existence of an environment hostile to Richwagen attributable to his status as a member of a constitutionally or statutorily protected class.

As discussed in more detail below, once we made that initial determination, we continued to examine potential causes for actual or perceived dysfunction beyond violations of law or policy.

In conducting the investigation, we reviewed and analyzed applicable policies, electronic mail correspondence, body camera footage, and additional records provided by Richwagen, Anderson, and the witnesses. By far, the most significant sources of pertinent information, however, were the interviews conducted with Richwagen, Ramirez, Miguel Nunez, Anderson, Marlen Martell, and Brian Sherman, Esq.

Brief summary of pertinent interviews

Erik Richwagen

Richwagen is a Code Enforcement Officer at the Town. Richwagen believed that Anderson exhibited an attitude that was aggressive and unprofessional. He also believed that Anderson may have acted in this fashion because he was a male. As support, Richwagen stated that Anderson was nicer to Ramirez who is a female. He assumed that difference was because he was a male. Richwagen could not identify any specific discriminatory statements based on gender. It was simply his belief.

As to the subject day, May 25, 2022, Richwagen explained that he and Ramirez were going to Lakeshore Mobile Homes with Anderson to conduct a walkthrough related to alleged violations that were being pursued in Code Enforcement proceedings. While they were on their way in the car, Anderson displayed an attitude that was negative. She did not believe the violations were worth pursuing. Richwagen felt she was undermining the importance of the case. Richwagen believed the violations were significant and believed her attitude was unprofessional.

After they arrived, Ramirez walked away to investigate a demolition in the park. At that time, Richwagen and Anderson began to discuss the violations. Anderson immediately began yelling at Richwagen for no reason. She appeared to be frustrated for no reason. She was aggressive and rude. Her voice was elevated when it was just the two of them. Richwagen felt she was "speaking down to him." Anderson asked Richwagen in a hostile tone to "write down all these lot numbers," to "tell her exactly what these violations are,"

and “what ordinance is attached to them?” According to Richwagen, he had already provided all of that information.

After Ramirez returned, Ramirez observed that Richwagen appeared deflated. Ramirez asked if he was ok. They then drove back to the Town. On the return, Anderson’s voice was less excited, although still elevated. She no longer was belittling Richwagen or screaming.

Richwagen explained that he wanted to ensure that Anderson treated people fairly and that it would not happen again.

Joseline Ramirez

Ramirez is the Chief Code Enforcement Officer at the Town. Ramirez initially received Richwagen’s complaint and forwarded it to her supervisor Miguel Nunez.

On May 25, 2022, Ramirez, Richwagen, and Anderson proceeded to do a walkthrough at Lakeshore Mobile Home Park concerning the violations there. As they drove to the location, Anderson indicated that she did not believe the case was a priority or worth losing money over. Anderson also indicated that she doesn’t like going to circuit court because you never know what is going to happen. Ramirez felt discouraged. Ramirez indicated that she rarely interacts with Anderson and that they don’t work together often.

According to Ramirez, Anderson made unprofessional comments, including that she “doesn’t know how we are going to afford to fight this case.” Ramirez responded that the case was worth fighting and that Anderson needed to send it to commission to see if they want to pursue the case or not. In response, Anderson stated that “Code Enforcement should ask the Mayor if his police money can pay for this type of appeal.”

After they arrived at the park, Ramirez began explaining one of the violations to Anderson who suggested that they step out of the vehicle to physically see the violations. After exiting the vehicle, Ramirez observed a demolition of a mobile home proceeding in the area. Ramirez went to investigate whether it had been permitted properly. Ramirez advised Richwagen to continue explaining the violations. Ramirez was gone for about 10 minutes. When she returned, Ramirez noticed that Richwagen’s demeanor had changed. Richwagen appeared “sad” and seemed “bothered.” Anderson appeared “frustrated,” and her voice was “elevated.”

Anderson informed Ramirez that they needed to be more descriptive in reporting the violations. They needed to write every single detail about the violations, they could not be vague, and they needed to identify every unit with a violation. Ramirez indicated she assured Anderson that they would get all the data that she was seeking. While they were still at the inspection, Richwagen mentioned that Anderson had yelled at him and been

rude. Richwagen did not understand why Anderson acted in that fashion. Both Ramirez and Richwagen believed that Anderson had presented with a poor attitude and did not seem interested in the violations. Nothing significant occurred on the return to the Town. Ramirez did not observe any “demeaning” conduct committed by Anderson.

Ramirez did not believe that Anderson treated Richwagen unfairly because he was a man. Ramirez believed they could continue working with Anderson and that an apology may be appropriate. She also would like Anderson to make it clear that she does support their cases.

Miguel Nunez

Nunez had no personal knowledge of the complaint. He only knew what was reported to him by both Richwagen and Ramirez. Those reports are consistent with the summaries above. Notwithstanding, Nunez did not believe that Anderson had engaged in discriminatory conduct because of gender.

Melissa Anderson

Anderson is the Town Attorney. Anderson categorically denies any unprofessional or discriminatory conduct.

On May 25, 2022, Anderson wanted to go to Lakeshore Park because it was the subject of an appeal. Anderson needed to assess the strength of the case strategically. Anderson had discussed the case with Brian Sherman, Esq., who is the Town’s outside counsel for code matters. Sherman expressed that he believed the case was lacking in substantive detail and somewhat compromised because of that. Anderson had emailed Sherman the previous day to advise that she would be conducting a site visit to assess the strength of the case. Sherman had previously told Anderson that he had concerns about Richwagen’s ability to write notices of violation containing the detail necessary to achieve due process in code cases. Sherman also had concerns regarding the adequacy of the notices of violation that Richwagen had issued related to the subject trailer park.

Those were not the only concerns that Sherman had raised about Richwagen. Another issue had occurred previously when Richwagen attended a code hearing in Anderson’s absence. Sherman reported concerns about Richwagen’s preparation and work product. Anderson had previously advised Ramirez about Richwagen’s failure to include detail sufficient to give respondents adequate due process in knowing what specific violations needed to be remedied. Anderson had personally seen Richwagen exhibit a lack of attention to detail in reviewing case files with him.

When they arrived at the site, Richwagen and Anderson began to walk along the street to observe the violations. Anderson asked Richwagen to point out the violations as she wrote the details of the violation at each mobile home. Anderson also asked Richwagen to write everything down too. During that walk, Anderson explained the concept of due process and the importance of giving enough detail in each violation so that the respondent can know exactly what needs to be rectified. Richwagen and Anderson were not alone for more than a few minutes. They walked, talked, and took notes about each violation.

There was demolition going on in the area. Anderson admits that she probably spoke loudly in order to be heard and in order to hear herself. Anderson did not know that Richwagen was upset. Richwagen similarly did not express that he was upset. After they approached Ramirez, Anderson told Ramirez that she had been explaining to Richwagen that he needed to put more details in his notices of violations. Ramirez said, "I have told Erik the same thing." Anderson told Ramirez that she was trying to determine which mobile homes were built beyond their property line and Ramirez explained that it was every single mobile home in the park. Anderson stated that should be written in the notice of violation.

Anderson indicated that she spoke no differently to Ramirez than she did to Richwagen during the entire site visit. Anderson continued to explain that rather than write broad generalizations, there needed to be demarcations in the notices of violations so that respondents would know what was being referred to.

As it relates to her comments in the car to and from the meeting, Anderson merely provided an explanation of the economics of municipal government. Anderson's point was that there are many competing priorities for a limited amount of financial resources in local government. Anderson explained to Richwagen and Ramirez that code enforcement was one of the important competing priorities. Anderson also told them that she needed to assess the strength of the subject case at Lakeshore in order to know how to strategize the appeal. During our interview, Anderson specifically denied making the statement that "Code Enforcement should ask the Mayor if his police money can pay for the appeal."

Anderson explained that she has always been a strong advocate for code enforcement in the Town and elsewhere. In fact, the first ordinance that she wrote for the Town was the special magistrate ordinance. Ultimately, Anderson concluded that Ramirez and Richwagen were correct in their assessment that park owners were responsible for chronically allowing mobile homeowners to expand their mobile home beyond their property lines in violation of the Town Code. Anderson specifically stated that to Ramirez and Richwagen in the car. Anderson even suggested that they approach the issue on a comprehensive, proactive basis by informing each park owner in writing that the Town will be visiting their park in order to determine compliance with such regulations. Anderson also stated that in a staff meeting the following day.

Anderson denied treating Richwagen unfairly because of his gender or for any reason whatsoever.

Brian Sherman

Sherman is outside counsel for code enforcement issues. Sherman confirmed all of Anderson's statements identified above, including that he had previously raised concerns about Richwagen's work product and specifically as it related to the Lakeshore violations.

Marlen Martell

Martell is the Town Clerk. She provided documents and body camera footage. She had no specific knowledge of the complaint.

Threshold analysis and determination— no hostile work environment

Anderson's conduct is not "hostile" in any constitutional, statutory, or anti-harassment policy-violating manner. We determined as much based on our interviews of Richwagen, Ramirez, and Munoz. The investigator specifically asked every employee whether (s)he had witnessed any intentional gender-based discrimination. Every employee answered "no." The confirmed absence of protected class-based hostility moots any discussion of a hostile working environment because of gender. There is none.

Secondary analysis and determination—miscommunication between Code Enforcement and the Town Attorney

Notwithstanding this firm's determination that no hostile work environment exists because of gender, it became obvious that there has been some miscommunication between Richwagen, Ramirez, and Anderson related to the importance of Code Enforcement issues. It is apparent that some factor— or more accurately, a combination of multiple factors— was responsible for what we view as somewhat poor communication between Code Enforcement and the Town Attorney.

The Town Attorney retained outside counsel to handle Code Enforcement related matters. That outside attorney has raised significant issues about some of the work product being provided by Code Enforcement. Those concerns led to the Town Attorney specifically becoming involved and seeking additional information. In doing so, Richwagen felt personally attacked and that the Town Attorney had been unprofessional. Richwagen claimed that Anderson had been rude, hostile, and unprofessional. Richwagen indicated that she had been loud and demeaning.

Of significance, we reviewed body camera footage of the entire interaction between Richwagen and Anderson. It is important to note that there is no audio of the interaction.

But the footage does not support the assertion that Anderson was yelling at Richwagen. Anderson never approached Richwagen or appeared to engage in physically threatening behavior. It is certainly possible that her voice had been raised at times, but it is impossible to make that determination based on the video. What's more, Anderson provided a valid explanation for her potentially raised voice: the demolition of a trailer in the area.

Conclusions

1. No hostile work environment exists on the basis of gender.
2. The working atmosphere between Anderson, Ramirez, and Richwagen is mildly dysfunctional. The dysfunction results from a combination of factors, primarily involving evaluation and disagreement about work product, interpersonal concerns and sensitivities, and perceived sensitivities between Richwagen and Anderson.
3. The mildly dysfunctional atmosphere has not hampered the operation of Code Enforcement or the Town Attorney's Office and their roles in furthering the mission of the Town.

We trust that we have conducted a comprehensive independent investigation as requested and that the foregoing report is equally comprehensive. Should the Town require any additional assistance from us, please do not hesitate to ask.

Very truly yours,

s/Christopher J. Stearns

Christopher J. Stearns
For the Firm

Memo for Record

1/6/2022 – 0845

Meeting with Town Attorney

At about 0845 hours on this date our Town Attorney (TA) entered my third-floor office area in what I would describe as a huff. She requested to speak to me in my office and walked past me and I followed her in. She went to close the office door and Joy, sitting at her desk, simultaneously asked her to close the door.

The TA then proceeded to speak to me very loudly and angrily regarding the Special Commission meeting on Jan 5, 2022. Her tone was terse and volume very loud and I asked her to either please leave my office or lower your voice. I know that the walls of my office are very thin, and I also know Joy sits right outside my door and the TA was discussing what I had said about Joy at the Special Commission meeting.

Joy knocked on my door and asked to come in to speak to the TA. Joy explained to the TA that she apologizes for interrupting but she can hear our conversation and heard her name/situation and wanted to express her feelings to the TA.

Joy stated to the TA that she has felt that the current leadership has been trying to fire her since the old Mayor left the Town and Joy continued that no letter of resignation was left on the Chiefs desk. She then excused herself from the room and as Joy was walking out the TA looked at me and stated, "you got one!"

The TA then returned to speaking to me and began to raise her voice again as she was clearly very agitated. I asked her again to lower her voice and she complied by lowering her voice. The TA told me I was a "Liar", and that "I have 'no idea what I am doing with building the police department'", and that she never knew me as a police officer but "as a Chief of Police, I have no idea what I am doing!" She stated that this knowledge was based on 30 years of knowing police officers. Finally, the TA explained that "He" said he left a recent resignation letter on my desk and that I am lying about not receiving it. I asked her who "he" was, and she refused to respond. The TA then left the third floor.

Previous encounters

Additional; the TA entered my office on the morning/afternoon of 1/4/2022. She asked about the resignation letter and told me I was in "BIG TROUBLE" as it was left on my desk. I responded that I was not aware of any resignation letter on my desk but would certainly look for one and get back to her. She responded that I, "better find it or you are in BIG TROUBLE!" The TA then left my office

On the evening of 1/5/2022 I saw the TA out in front of the building and commented that I received a copy of the resignation letter from our Town Clerk via email. The TA did not stop walking and stated that "I think the HR director had the resignation letter".

DA (Joy)
1/6/2022

Shana H. Bridgeman
SBridgeman@GorenCherof.com



**GOREN CHEROF
DOODY & EZROL P.A.**
ATTORNEYS AT LAW

August 1, 2022

Sent by electronic mail to: jcjimenez@tppfl.gov

J.C. Jimenez, Town Manager
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

Re: Complaint filed by Interim Chief David Howard

Dear Mr. Jimenez:

The Town of Pembroke Park ("Town"), retained this firm to conduct an independent investigation into a complaint filed by Interim Police Chief David Howard. This correspondence is the final report on the investigation.

Summary of Complaint

On May 10, 2022, the Town's Interim Police Chief, David Howard ("Howard") submitted a "Memo for Record" to you dated January 6, 2022, summarizing interactions that Howard had the Town Attorney, Melissa Anderson ("Anderson") had on January 6, 2022 at approximately 8:45 a.m. The complaint is attached to this memorandum as **Exhibit 1**.

In summary, the Memo stated that Anderson came to the third floor, walked into Howard's office, and "proceeded to speak to me very loudly and angrily regarding the Special Commission meeting on Jan 5, 2022. Her tone was terse and volume very loud and I asked her to either please leave my office or lower your voice." At some point, Howard's assistant, Montjoy Brown ("Brown") who sits right outside of Howard's office, heard Anderson say Brown's name. Brown then entered Howard's office, spoke to Anderson briefly, and left.

Howard's memo goes on to state that "The TA then returned to speaking to me and began to raise her voice again as she was clearly very agitated. I asked her again to lower her voice and she complied by lowering her voice. The TA told me I was a "Liar", and that "I have "no idea what I am doing with building the police department", and that she never knew me as a police officer but "as a Chief of Police, I have no idea what I am doing!"

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Documents and Records Reviewed

1. Memo for the Record drafted by Howard (01-06-2022)
2. Email to Town Manager from Anderson (01-06-2022)
3. Video of January 5, 2022 Special Commission Meeting (beginning at 1:55:00)
4. Meeting Minutes from January 5, 2022 meeting
5. Handwritten resignation letter from Debra White
6. Typed letter from Debra White re: concerns
7. Pembroke Park Website
8. Pembroke Park Organizational Chart
9. Pembroke Park Employee Handbook (June 2021)
10. Pembroke Park Code of Ordinances

Witnesses Interviewed

1. Montjoy Brown – Executive Administrative Assistant to the Commission and Police Chief
2. Town Attorney Melissa Anderson
3. Interim Police Chief David Anderson

Applicable Rules and Regulations

Human Resources (from Town Website)

Mission Statement

The Pembroke Park Human Resources Department's mission is to build relationships by recruiting, hiring, promoting, training and retaining the best and brightest employees to create a strong, healthy, and diverse workforce that delivers first class services in a safe environment for our internal and external customers. We are committed to ensuring our talented workforce is compensated and developed in order to serve the community and make Pembroke Park a better place to live and work.

Employee Values Graphic

The following is a collection of employee values created and upheld by the staff to promote an environment of respect, ethical practices, and productivity. Human Resources ensures that all staff be held to the highest standards of ethics and they adhere to the policies and procedures mandated by the Town.



Employee Handbook

WORK RULES AND CODE OF CONDUCT

The workplace brings together many different types of people whose unique perspectives and individual skills and talents add tremendous value to the Town of Pembroke Park. All employees, officers, and volunteers, at every level within the organization, are expected to treat each other as respected and valuable colleagues. Employees are required to engage respectfully with elected or appointed officials in all forms of communication, both verbal and written.

PERSONAL CONDUCT

Employees shall visit departments other than those in which employed only on official business.

BULLYING

The Town will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Bullying is defined as **repeated, health-harming mistreatment** of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating, or intimidating behaviors.
- Work interference/sabotage that prevents work from being done.
- Verbal abuse.

Such behaviors violate the Town's Code of Ethics and Code of Conduct, as all employees will be treated equally with dignity and respect.

The Town considers the following types of behavior examples of bullying:

- Verbal bullying: slandering, ridiculing, or maligning a person or his or her family;

persistent name calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.

- Physical bullying: pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault, damage to a person's work area or property.
- Gesture bullying: nonverbal gestures that can convey threatening messages.
- Exclusion: socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- **Shouting or raising one's voice at an individual in public or in private.**
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Assigning menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Individuals who feel they have experienced bullying should report this to their supervisor or to Human Resources before the conduct becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow the Town to take appropriate action.

Summary of Witness Statements

Montjoy "Joy" Brown

Montjoy Brown ("Brown") has been employed by the Town since August 30, 2019. Brown reports to the Town Commission and to the Interim Police Chief. Overall, Brown enjoys her job and has developed a good working relationship with the Commissioners and the Interim Police Chief.

The interview was interrupted because someone from IT came to Brown's office and insisted he had to do work in Brown's office right then, even though she requested privacy. Brown left her office and went to another location where she had privacy, and then we resumed the interview.

A summary of Brown's interview follows:

- Hired through former Assistant Town Manager – Natasha
 - Had an interview with Natasha only, did not meet any of the Commissioners prior to her hire.
- Initially worked with the Commission only.
- Moved to police last year, October 2021. Performs police department duties in addition to Commission duties.
- Deidre Davis, Town Manager's Assistant, used to assist chief before Joy.
- Some Police Department duties:
 - Help him create a police department
 - Background investigator
 - Classes for accreditation manager
 - FDLE matters
- Some Commission duties
 - Meetings, scheduling, ethics training, events coordinator
 - 6 a.m. – 4 p.m. Calls Commissioners daily, to check in, then moves on to police matters.
- Howard was a consultant before becoming Interim Chief.
- There are 4 administrators helping to create and build PD and become officers
- **January 5, 2022 Commission meeting**
 - At the meeting, Chief mentioned that someone said what does Howard have on Brown to terminate Brown.
 - Brown thinks the termination discussion relates to previous Mayor Ashira Mohammed.
 - Everyone thought Brown was friends with previous Mayor Ashira Mohammed, which is not true.
 - Brown was not hired by Mohammed and never met Mohammed until after Natasha hired Brown.
 - Brown provided assistance to all Commission members.

- **January 6, 2022 Incident**
 - 8:45 a.m. Anderson entered their area
 - Anderson walked in, went to Howard's office and he followed her into his office
 - Loud, angry tone from Anderson
 - Howard asked Anderson to lower her voice
 - Brown heard her name, knocked on the door and spoke with Anderson about the termination discussion that was mentioned at the January 5 meeting
 - Anderson asked about resignation letter on Chief Howard's desk
 - Anderson said Chief was in big trouble because the resignation letter from Debra White could not be located.
 - Joy first one in the building every day, checks Howard's desk, did not see a resignation letter.
 - Brown said she is not aware of any resignation letter
 - Brown left Howard's office
- Interactions with Anderson as Town Attorney
 - Contracts, MOUs, legal review
 - No issues working with Anderson since then, does not see Anderson often
 - Anderson and Howard sometimes disagree on business matters
 - Joy doesn't see Anderson often. June 30, 2022 – Howard walked Anderson around and introduced Anderson to the new hires.
 - That was the first time Anderson has been up on the third floor since the January 2022 incident.

Melissa Anderson

Melissa Anderson has served as the Town Attorney since October 6, 2020. Anderson provides municipal legal advisory services to the Town. Anderson is Board Certified in City, County and Local Government Law since 1998. Most of her career has been on the government side with cities or counties.

A summary of Anderson's interview follows:

- Anderson works on the second floor, police is on the third floor
- Context surrounding the January 6, 2002 incident:
 - With good intentions, there has been an effort to put together a police department.
 - Started before Anderson got there
 - A lot of experience with police in her 30 years as a lawyer; not a direct police legal advisor, but familiar
 - Familiar with the duties of law enforcement officers
 - Howard was a consultant when Anderson arrived, not yet interim police chief
 - Howard and current Mayor met in flight school and recruited him to be the police consultant

- At some point hired as interim police chief
- Anderson not directly involved in police department creation.
- The price of the police department kept changing and going up
- HR director was concerned about how things were going, she was hiring people for the police department
- Dr. Deborah White had been hired to work at the PD and resigned after a period of time.
 - Someone told Anderson that White submitted a resignation letter, she told the newspaper she put it on Howard's desk, everyone was looking for it and no one could find it.
 - Spoke with cleaning people trying to find the letter.
 - Howard said he didn't have the resignation letter
 - Dr. White said she left the resignation letter on Howard's desk.
 - Anderson was very concerned, because resignation letter is a public record that is "missing"
- Morning of 1/5/22
 - Anderson went to Howard, said the missing letter was serious
 - Anderson felt someone at the PD was not being truthful about the resignation letter.
- Civility Code of Conduct passed by resolution
- Evening of 1/5/22 at Commission meeting
 - Howard said everyone in the Town wants to fire Brown
 - Anderson said not to talk about Brown because it violated the Civility Code.
 - Anderson left the meeting because she wanted to compose herself and come back
 - The things Howard was saying were frustrating her. People who spoke prior to Howard, they asked them not to disparage other employees while speaking. Then Howard started speaking and disparaged other employees. He wouldn't stop, which frustrating her.
- **Morning of 1/6/22**
 - Melissa still very concerned that Dr. White's resignation letter was missing, someone was lying.
 - Anderson went to Howard to say she doesn't think he is being truthful and that is going to affect their working relationship and she needs to trust what he says.
 - "I think my voice was elevated." Lowered her voice and apologized.
 - Anderson documented meeting with Howard to HR and the Town Manager.
 - I am very disappointed that when I asked you not to violate the civility policy, you still did.

- You talked about people wanting to fire Joy and I don't think that was fair to Joy.
 - Joy came in, she wanted to tell Anderson what happened with the conversation about her possible termination
 - Joy said that she was the one who was here and Debra White did not put the letter on the desk.
 - Anderson said well that's what Dr. White told the newspaper
- I didn't want to be abusive or obnoxious or denigrating him. I was having a conversation because I thought he wasn't telling the truth.
- Part of the reason she went to talk to Howard is that everyone on staff was not talking to Howard and everyone was working in their own silos.
- Wanted to talk with Howard about what was happening, to move forward as a team and get things done.
- David not responsive, just looked at her and nodded. No verbal response.
- "Somebody clearly lied" about Dr. White's resignation letter.
 - Said "I think someone is lying" and "I want this department to work and if it is going to work, we all need to work together."
 - My concern was because it was coming out in a newspaper report.
 - Will make him "look like a liar" This puts your credibility at issue.
- Ultimately Debra White sent them a copy of her resignation letter. The copy allegedly left on Howard's desk was not located.
- Anderson said she was trying to help Howard as a fellow professional.
 - Paraphrase – I am not anti-police, anti-David, anti-Joy. I am pro town.
- Doesn't know what "you got one" means. Doesn't recall saying it.
- Denies calling Howard a liar. Denies telling Howard he doesn't know what he is doing.
- Howard and the Mayor knew each other before Howard was hired.
- Said her demeanor was because a missing public record is a serious problem for the Town.

David Howard

David Howard was initially hired by the Commission as a Consultant for the Town's new police department. He was subsequently hired as the Town's Interim Police Chief. Howard is a retired police officer from West Palm Beach. Following his retirement, Howard worked as a pilot at Silver Airways. It is there that Howard met the Mayor, Geoffrey Jacobs ("Jacobs"). Through conversation, Howard learned that the Town was in the process of creating its own police department, and Howard offered to help. Jacobs then connected Howard with Human Resources and the Commission hired Howard as a consultant.

Howard attended the interview with his attorney, April Goodwin. Howard indicated that he only wanted to speak to me about the incident that occurred in his office on January 6, 2022, and about what he wrote in the memo. I explained to Howard that I needed background information

so that I could place the incident in context. Howard then provided additional information about the circumstances leading up to the January 6 incident.

A summary of Howard's interview follows:

- Duties as Interim Police Chief include:
 - Creating the police department
 - Establish MOUs
 - Hire regular and reserve officers
 - Coordinate supplemental services with BSO
 - RMS system
 - Complete setup prior to end of BSO contract on 2/1/23 at midnight
- **January 6, 2022 Incident**
 - Told Anderson lower your voice, don't use bad words, she lowered her voice
 - Asked her to leave, she wouldn't
 - My assistant came in, I forget what my assistant told her
 - There is an effort here to get rid of the police department
 - I didn't submit anything to the Town Manager that day, I wrote a memo for the record
 - I thought her behavior was unprofessional, really
 - They wanted to fire Joy Brown, Howard did not agree because Joy does a good job for him.
 - Professional interactions between Anderson and Howard
 - MOUs, towing contracts, review state contracts
 - Still waiting on MOUs
 - Resignation of Deborah White
 - She didn't resign, I got rid of her
 - I didn't fire her, they did. They shut down the police department, I don't need the background checks if they shut it down.
 - White had a typed memo in addition to handwritten resignation
 - Howard provided the January 2022 memo to the Town Manager in May 2022, after he learned that Anderson had provided a memo to the Town Manager. Howard intended to keep the memo for his own records, but wanted his recollection of the incident to be given to the Town Manager as well, since Anderson had given hers to the Town Manager.
 - When Howard gave his memo to the Town Manager, Howard said "if you care to do anything with it."
 - Howard had no faith that anything would be done with his memo.
 - Howard figured the HR director who "would blow it off."

- Howard did not provide much information about what Anderson said, other than what is in the January 2022 memo.
- Howard believes the challenges he has had with his colleagues at the Town is “all about the police department.” Howard believes his colleagues want to keep BSO and not have a Town police department because they don’t want it. A Town police department creates more work for them.

Analysis and Conclusion

The fact that this is a one-time incident that was reported four (4) months after it occurred, plays a significant role in the analysis of this matter. The Town’s rules and regulations generally require professionalism and respect when communicating with colleagues and the community. The Town’s specific rules in the “Bullying” section of the handbook states:

Bullying is defined as **repeated, health-harming mistreatment** of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating, or intimidating behaviors.
- ...
- Verbal abuse.

Such behaviors violate the Town’s Code of Ethics and Code of Conduct, as all employees will be treated equally with dignity and respect.

The Town considers the following types of behavior examples of bullying:

- Verbal bullying: slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- ...

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- ...
- **Shouting or raising one's voice at an individual in public or in private.**

All three (3) witnesses concur that Anderson raised her voice. Anderson does not deny it. She stated that she was very concerned about a public record that could not be located. Anderson corroborated Howard’s statement that he told her to stop speaking to him in that manner, and she said she then lowered her voice, which Howard also stated in his memo.

All three (3) witnesses said Howard maintained his composure and did not yell or retaliate when Anderson was in his office.

Since this was a one-time incident, it does not meet the “repeated, health-harming mistreatment” element defined in the Employee Handbook. Therefore, when Anderson raised her voice during the conversation on January 6, it was unprofessional but she lowered her voice when asked. As such, there was not a violation of the Town’s Bullying policy.

In coming to this conclusion, I evaluated Anderson’s communication style in another setting: the January 5, 2022 Special Commission Meeting. I reviewed the first few minutes of the video, a few minutes in the middle, and the specific agenda item related to Howard:

Video of January 5, 2022 Special Commission Meeting (beginning at 1:55:00)

- a. 2:03:00 - Anderson began raising her voice at Howard, stating that he violated the code of conduct by discussing other employees.
- b. Howard mentioned going to a meeting and people said they wanted to fire Joy [Brown], what do we have to do?
- c. Anderson said that Howard discussing other employees (Joy Brown) was a violation of the Code of Conduct
- d. Anderson left the meeting and returned a few minutes later
 - i. In her interview, Anderson stated that she was getting frustrated, so she left the room to cool off.

All three (3) witnesses stated that Anderson raised her voice at Howard when speaking with him in his office. Both Howard and Anderson stated that Howard asked Anderson to stop raising her voice. Anderson indicated that she lowered her voice when Howard asked her to. During my interview with Anderson, which was calm and non-confrontational, I noted that her normal speaking voice is louder than the average person.

Upon reviewing the January 5, 2022 Commission meeting, I noted that Anderson had the same louder-than-average speaking voice when speaking to the Commission during the meeting. No one had a reaction to Anderson’s loud speaking voice during the meeting, so I have concluded that Anderson generally speaks loudly. At one point during the meeting, Anderson became frustrated with Howard and raised her voice louder than her speaking voice. It is likely that Anderson used that same “louder” voice when she was in Howard’s office, because Brown heard Anderson mention her name. Communicating with a colleague that loudly is unprofessional; however, both Brown and Howard indicated that Anderson lowered her voice once Howard asked her to.

The working relationship between Anderson and Howard is tense. The tension appears to arise from their disagreement about each other’s competency to handle pending matters. As a result, their interpersonal communication is poor.

However, it has been six (6) months since the one-time incident and the problem appears to have resolved itself. Anderson rarely visits the third floor, which is where Howard's office is located. Howard and Anderson generally communicate through electronic mail messages. Although collegiality and a positive working relationship is the best case scenario, both Howard and Anderson can fulfill their individual employment duties without having frequent face-to-face conversations. As such, their poor interpersonal communication does not appear to impact their ability to perform the essential functions of their positions.

However, should Anderson repeat the January 6, 2022 behavior in the future, the repeated behavior could constitute a violation of the Town's rules and regulations.

It is our hope that this independent investigation has provided you with the information needed to determine the next best steps for these two employees and for the Town. Please do not hesitate to contact us should the Town require further assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Shana H. Bridgeman', with a stylized flourish at the end.

SHANA H. BRIDGEMAN
For the Firm

Memo for Record

1/6/2022 – 0845

Meeting with Town Attorney

At about 0845 hours on this date our Town Attorney (TA) entered my third-floor office area in what I would describe as a huff. She requested to speak to me in my office and walked past me and I followed her in. She went to close the office door and Joy, sitting at her desk, simultaneously asked her to close the door.

The TA then proceeded to speak to me very loudly and angrily regarding the Special Commission meeting on Jan 5, 2022. Her tone was terse and volume very loud and I asked her to either please leave my office or lower your voice. I know that the walls of my office are very thin, and I also know Joy sits right outside my door and the TA was discussing what I had said about Joy at the Special Commission meeting.

Joy knocked on my door and asked to come in to speak to the TA. Joy explained to the TA that she apologizes for interrupting but she can hear our conversation and heard her name/situation and wanted to express her feelings to the TA.

Joy stated to the TA that she has felt that the current leadership has been trying to fire her since the old Mayor left the Town and Joy continued that no letter of resignation was left on the Chiefs desk. She then excused herself from the room and as Joy was walking out the TA looked at me and stated, "you got one!"

The TA then returned to speaking to me and began to raise her voice again as she was clearly very agitated. I asked her again to lower her voice and she complied by lowering her voice. The TA told me I was a "Liar", and that "I have 'no idea what I am doing with building the police department'", and that she never knew me as a police officer but "as a Chief of Police, I have no idea what I am doing!" She stated that this knowledge was based on 30 years of knowing police officers. Finally, the TA explained that "He" said he left a recent resignation letter on my desk and that I am lying about not receiving it. I asked her who "he" was, and she refused to respond. The TA then left the third floor.

Previous encounters

Additional; the TA entered my office on the morning/afternoon of 1/4/2022. She asked about the resignation letter and told me I was in "BIG TROUBLE" as it was left on my desk. I responded that I was not aware of any resignation letter on my desk but would certainly look for one and get back to her. She responded that I, "better find it or you are in BIG TROUBLE!" The TA then left my office

On the evening of 1/5/2022 I saw the TA out in front of the building and commented that I received a copy of the resignation letter from our Town Clerk via email. The TA did not stop walking and stated that "I think the HR director had the resignation letter".

DA (Joy)
1/6/2022

From: [Town Attorney](#)
To: [JC Jimenez](#); [Yolanda Menegazzo](#); [HR](#)
Subject: police chief
Date: Thursday, January 6, 2022 9:15:16 AM
Attachments: [image001.jpg](#)

I had a convo with David this morning and told him I was disappointed in his behavior last night. I also told him that I think that he has lied about several issues and that I have cause to no longer trust him.

I am sure this is meeting in his office is currently making the rumor mill. Just an fyi.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar

photo



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov/townofpembrokepark.com
3150 SW 52nd Ave Pembroke Park, FL 33023

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**Video of January 5, 2022
Special Commission Meeting
(beginning at 1:55:00)**



TOWN OF PEMBROKE PARK

3150 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 Fax (954)966-5186

SPECIAL COMMISSION MEETING MINUTES

Wednesday, January 5, 2022, at 6:00 PM

Mayor Geoffrey Jacobs	Town Manager JC Jimenez
Vice Mayor Reynold Dieuville	Town Attorney Melissa P. Anderson
Clerk Commissioner William Hodgkins	Town Clerk Marlen D. Martell

1. CALL TO ORDER by Mayor Jacobs at 6:11 pm.

2. PLEDGE OF ALLEGIANCE: led by Mayor and Commissioners.

3. ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 6:11 pm by Mayor Jacobs. Present at the meeting were Mayor Geoffrey Jacobs; Vice Mayor Reynold Dieuville and Clerk Commissioner William Hodgkins.

Additional staff in attendance were Town Manager JC Jimenez; Town Attorney Melissa Anderson; Town Clerk Marlen D. Martell; Assistant to the Town Clerk Suzi Reutlinger; Town Planner Heidi Siegel; Assistant Public Works Director Myriam Jacques; IT Director Mark Pakula; Building Official Miguel Nunez; Building Manager Lucie Manzerolle; Public Services Director Robert Clark; Finance Director Harry Taubenfeld and other staff.

4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

ADD PRESENTATION BY MS. DAVIS ITEM NUMBER 6.0

MOVE ITEMS 9.2 TO 4.1 AND ITEM 11.4 TO 12.5

MOTION TO ACCEPT THE AGENDA WITH CHANGES MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSED 3-0

9.2 PUBLIC HEARING

Special Commission Meeting
January 5, 2022
Page 1 of 6

21-V-01 / 3804 SW 52 Avenue / Request for a Variance from Section Sec. 28-126(a) requiring a 25-foot front setback for a plot used for dwelling purposes in the RM-16A Zoning District. -

Town Planner Siegel

RESOLUTION 2022-001

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **GRANTING A VARIANCE WAIVING THE SETBACK REQUIREMENTS OF SECTION 28-75(a)(1) OF THE TOWN CODE OF PEMBROKE PARK FOR THE PROPERTY LOCATED AT 3804 SW 52 AVENUE: SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.**

HEIDI GAVE PRESENTATION

MAYOR JACOBS OPENED FOR PUBLIC COMMENT

NONE

MAYOR JACOBS CLOSED PUBLIC COMMENT

MOTION TO APPROVE RESOLUTION 20202-001 MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS, MOTION PASSED 3-0.

5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

ROB RAYMOND SPOKE ON RECORD

PAUL A RESIDENT OF PARK LAKE SPOKE ON RECORD

DICK SPOTH OF PARK LAKE ESTATES SPOKE ON RECORD ** SEE ATTACHMENT

MARLENE HERNANDEZ OF LAKE SURE MANAGEMENT SPOKE ON RECORD

BSO STEPHANIE COKER SPOKE ON RECORD.

6. PRESENTATIONS

6.0 Audit Update

TONYA DAVIS SPOKE ON RECORD

HODGKINS WOULD LIKE TO HOLD A MEETING WITH THE AUDITORS.

6.1 Lobbyist update - Lobbyist Sigerson

DAVE SIGERSON SPOKE ON RECORD

MOTION TO BE IN FAVOR OF BILL 224 WITH THE COMPANION OF 105 AND TO SUPPORT TO OPPOSE BILL 974 MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE, MOTION PASSES 4-0.

7. CONSENT AGENDA

Special Commission Meeting

January 5, 2022

Page 2 of 6

**7.1 Approval of Minutes - Town Clerk Martell
Special Commission Meeting - December 15, 2021
Workshop Commission Meeting - December 15, 2021**

7.2 Bills over \$10,000 - Finance Director Taubenfeld

**MOTION TO APPROVE THE CONSENT AGENDA MADE BY VICE MAYOR
DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS, MOTION
PASSED 3-0.**

MEETING RECESS AT 6:58PM
MEETING RECONVENED AT 7:15 pm

8. RESOLUTIONS

NONE

**11.2 Approve a Contract with Business Flare for an Market Analysis and Economic
Development Strategic Plan. (RFQ #21-10) - Town Planner Siegel**

KEVIN CROWDER SPOKE ON RECORD

**MOTION TO APPROVE RFQ #21-10 BUSINESS FLARE FOR A MARKET ANALYSIS
AND THE ECONOMIC DEVELOPMENT MADE BY CLERK COMMISSIONER
HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE, MOTION PASSED 3-0**

9. ORDINANCES/PUBLIC HEARING

9.1 2ND PUBLIC HEARING

Establishing a General Government Facilities Impact Fee - Town Planner Siegel

ORDINANCE NO. 2021-009

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK,
FLORIDA, REPEALING "DIVISION 3. FIRE PUBLIC SAFETY FACILITIES FEE" AND
"DIVISION 4. IMPACT FEE ACQUISITION OF PARK LANDS" OF ARTICLE III,
CHAPTER 5 "BUILDINGS AND BUILDING REGULATION" OF THE CODE OF
ORDINANCES OF THE TOWN OF PEMBROKE PARK; ENACTING A NEW
"DIVISION 4. GOVERNMENT FACILITIES IMPACT FEES" OF ARTICLE III,
CHAPTER 5 TO PROVIDE FOR IMPACT FEES FOR NEW RESIDENTIAL,
COMMERCIAL, AND
INDUSTRIAL PROJECTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR
INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING
ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

Special Commission Meeting
January 5, 2022
Page 3 of 6

MAYOR JACOBS OPENED FOR PUBLIC COMMENT

NONE

MAYOR JACOBS CLOSED PUBLIC COMMENT

MOTION TO APPROVE RESOLUTION 2021-009 MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE, MOTION PASSED 3-0.

10. OLD BUSINESS

11. NEW BUSINESS

11.1 HR Consultant contract extension - Town Manager Jimenez

MOTION TO APPROVE HR CONSULTANT CONTRACT FOR AN ADDITION ONE YEAR EXTENSION MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE, MOTION PASSED 3-0.

WITH THE UNDERSTANDING THAT TOWN MANAGER GO FOR NEXT COURSE OF ACTION TO HIRE A FULL TIME HR POSITION.

11.3 Fiscal 2021 Audit Engagement Letter - Finance Director Taubenfeld

MOTION TO APPROVE 2021 AUDIT ENGAGEMENT LETTER MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSED 3-0.

12. DISCUSSION

12.1 Town Commission consider going on hiatus the months of February and March - Mayor Jacobs

MOTION TO APPROVE THE TOWN COMMISSION TO GO ON HIATUS FOR THE MONTH OF FEBRUARY AND MARCH 2022, AND ABLE TO HOLD SPECIAL MEETINGS AS NEEDED MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE, MOTION PASSED 3-0.

12.2 Police Department - Mayor Jacobs

MOTION TO APPROVE OBTAINING A POLICE DEPARTMENT CONSULTANT WITH AN AMOUNT NOT TO EXCEED \$60,000.00 MADE BY CLERK

**COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE.
MOTION PASSED 3-0.**

12.3 TPP Budget - Mayor Jacobs

TOWN MANAGER TO LOOK AT ALL CONTRACTS TO TRY AND ELIMINATE
SERVICE CONTRACTS.

12.4 Charter Discussion - Mayor Jacobs

HANDOUT ON CHARTER WAS HANDED TO COMMISSION

**12.5 ~~11.4~~ Town Staffing - Town Manager Jimenez, HR Consultant Menegazzo
Termination of Interim Police Chief Manager's report will be provided upon request.**

**MOTION TO ACCEPT THE TOWN MANAGERS RECOMMENDATION TO
TERMINATE THE INTERIM CHIEF OF POLICE MADE BY CLERK
COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE,
MOTION FAILED 2-1. MAYOR JACOBS AND VICE MAYOR DIEUVEILLE
OPPOSED.**

13. ATTORNEY COMMENTS - NONE

14. TOWN MANAGER COMMENTS – NONE

15. COMMISSIONER COMMENTS

Clerk Commissioner Hodgkins - None

Vice Mayor Dieuveille - None

Mayor Jacobs - None

16. ANNOUNCEMENTS

Martin Luther King Jr. Day - Monday, January 17, 2022

Broward County Property Appraiser's Office - Tuesday, January 18, 2022

Special Magistrate Hearing - Wednesday, January 19, 2022

Workshop Commission Meeting - Wednesday, January 26, 2022

Charter Review Committee - Monday, January 31, 2022

17. ADJOURNMENT

With no further items for discussion, meeting adjourned at 8:54 pm, unanimous motioned for
adjournment.

Commission approved on: _____

Special Commission Meeting

January 5, 2022

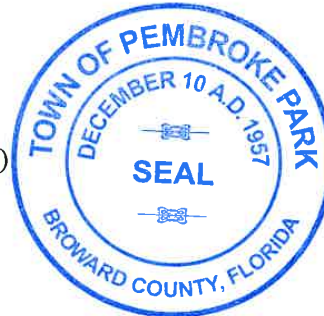
Page 5 of 6

Commission approved on: April 13, 2022

ATTEST:


Marlen D. Martell, Town Clerk

(SEAL)



In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (tdd).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



Park Lake, Inc.

OWNERS AND OPERATORS OF PARK LAKE ESTATES

3184 W. HALLANDALE BEACH BLVD
PEMBROKE PARK, FL
33009

TEL (954) 981-3500 • FAX (954) 981-3753
info@parklakeinc.com
www.parklakeinc.com

PARK LAKE ESTATES RESPONSE TO TPP
ESTABLISHING ITS OWN POLICE
DEPARTMENT

(Presented at special TPP commission meeting,
dated 01-05-2022)

"The Administration and the Executive Committee of Park Lake Estates support all IMPROVEMENTS that the Town of Pembroke Park can implement to IMPROVE our park's security and safety."

This is authorized by the PLI Executive Committee to be read and included in the TPP minutes of above meeting.
(Presented by Dick Spoth).

Date: December 9, 2021

To: Interim Chief David Howard

From: Dr. Debra White

Subject: Letter of Resignation

Please accept this correspondence as my official letter of resignation effective, Tuesday, December 14, 2021, immediately following the Police Department Meeting.

As of today, Thursday December 9, 2021, I will no longer conduct any Town of Pembroke Park business with the exception of the meeting on Tuesday, December 14, 2021, that I have been requested to attend by Town Manager. I will clock in on ADP at the beginning of the meeting and clock out immediately at the end of the meeting. (Please do not administratively clock me in)

Due to untruthfulness and a major that bullies permanent employees, and hold secret meetings to scheme on their termination, this organization is not a representative of my work culture or morals.

I pray the Town of Pembroke Park, one day become the organization it is purposed to be.

Dr. Debra White

Date: December 7, 2021
To: Yolanda Menegazzo, Human Resources
From: Dr. Debra White, Police Project Administrator
Subject: Chief David Howard

With deep concern and a heavy heart, I pen the following grievance in an official capacity. Please accept this notification as a complaint on Intern Chief David Howard due to untruthfulness.

On 11/11/21, I notified Intern Chief David Howard that I would be withdrawing my application for the position of Lieutenant with the Town of Pembroke Park Police Department. I further disclosed, my reason was due to the proposed staffing for the police department, citing the potential for injury and death to officers.

On 11/12/21, I received several phone calls informing me of a statement made by Chief Howard. According to the callers, Chief Howard stood up in a meeting, pointed at Town Manager Juan Jimenez, IT Director Mark Pakula, and Finance Director Harry Taubenfeld, stating I quit last night because of the three of them and calling them idiots. After receiving the third call, I contacted Chief Howard via a landline. I reminded Chief Howard of my dialogue on November 11th and then addressed his comment during the morning meeting. Chief Howard denied making the statement. During our conversation, his phone was in speaker mode. He then asked Mrs. Joy Brown whether he made the statement. Mrs. Brown confirmed that he not only made the statement but he pointed at the three men while speaking.

Chief Howard apologized for making the statement. I accepted his apology but not his actions and with the knowledge that I could no longer trust him.

On 12/1/21, during a phone conversation with Chief Howard I inform him that I listed him as my supervisor on an application. I told Chief Howard the process is in the beginning stage after he inquired when I would be leaving. In addition, he asked the name of the agency and job title. I disclosed the agency, Broward Sheriff's Office (BSO), and the job would be a position in the Chaplaincy office. I again reminded him the process was in the early stages, and I could not give a definitive date of my departure. Chief Howard said he was happy for me and would not repeat our conversation. I asked that he not say anything regarding my application process because I wanted to announce to Mrs. Brown the pending employment opportunity with an agency outside of the Town.

NOTE: Due to Chief Howard's earlier untruthful statement on 11/12/21, I conferenced Melissa Lucas in the call, as I believed I needed a witness when speaking with Chief Howard.

On 12/2/21, I received a phone call congratulating me on my new Broward Sheriff's Office Chaplain position. The caller referenced an announcement made by Chief Howard during a department meeting. I immediately contacted Town Manager Juan Jimenez and reported the fabrication. I requested he clear up the false information.

On 12/4/21, while speaking with Mr. Rob Wehmeyer, he stated Chief Howard informed him that I was the Chaplain for BSO and my sister, the undersheriff, had assisted me with securing the position. I advised Mr. Wehmeyer that I notified Chief Howard that I listed him on my application as a supervisor; therefore, he may receive a call from

Backgrounds. In addition, I told Mr. Wehmeyer the information he received from Chief Howard was untrue.

On 12/4/21, while engaging in a phone conversation with Mrs. Brown, she stated she addressed my concerns with Chief Howard regarding his announcement during the meeting on 12/2/21. Mrs. Brown said after correcting Chief Howard on the reality of my BSO status, Chief Howard's response was to say he "fucked up again" and laughed.

Additional Incidents:

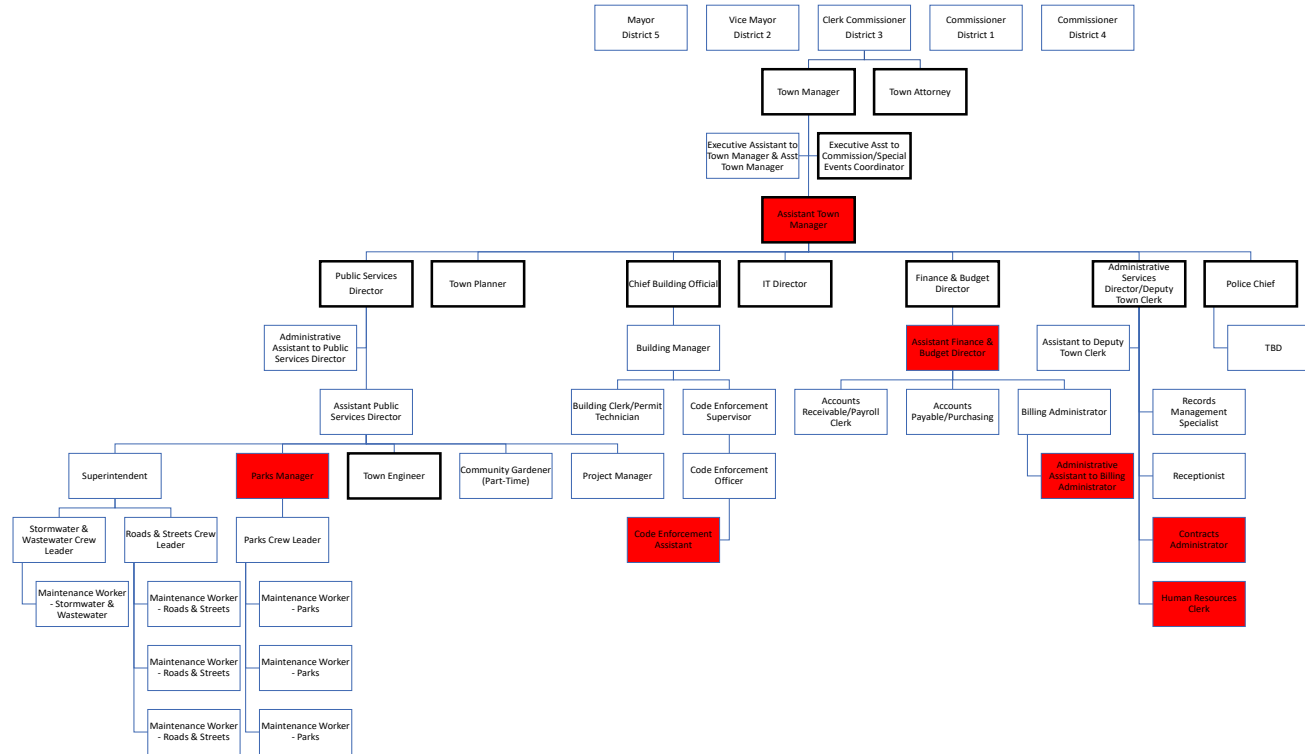
- Chief Howard identified BSO Major Kevin Granville as a “muck muck” major.
- Chief Howard instructed Mr. Wehmeyer to email Broward County regarding licensures, stating BSO was releasing those mentioned above. Chief Howard informed me Mr. Wehmeyer took it upon himself to send the email without his consent.
- Chief Howard told Mrs. Brown that she is called the angry Black woman. When Mrs. Brown said yes, she's supposed to be the angry Black woman, I corrected her using Biblical principles and further instructed her not to speak that over her life again. (Ms. Deidre Davis was present).

Law enforcement requires extreme levels of integrity to be acceptable by the community, peers, and judicial system. It is alarming when the chief officer of a police agency's integrity warrants concern due to repeated incidents involving untruthfulness.

Pembroke Park Website

Town of Pembroke Park Recommended Organizational Chart

Town of Pembroke Park is a Commission Form of Government
Updated 10/14/2020



Dotted Line Reporting: describes the relationship between an employee and a secondary supervisor/leader that provides additional oversight and guidance to the employee in the execution of his/her work. The secondary supervisory/leader has some degree of influence, but the position officially reports to the other supervisor/leader directly. Dotted Line Reporting should serve as a professional relationship where all involved employees are able to share information in order to execute their various duties and assignments.

Town Mayor & Commission Dotted Line Reporting: Each Town of Pembroke Park Elected Official has a dotted line reporting structure with certain Department Heads/Directors for their specific area of focus. Refer to the Executive Summary for more information. Dotted Line Reporting for Employees: All employees that report directly to the Town Mayor & Commission have a dotted line reporting to the Town Manager, as all positions within the Town fall under the supervision and direction of the Town Manager. *It is important to note that the positions of Executive Assistant and Administrative Assistant are NOT higher ranking positions, but simply may show "above" in the org chart in comparison to other positions in order to accurately reflect the direct reporting structure.

**Pembroke Park
Employee Handbook
June 2021**

**Pembroke Park
Employee Handbook (June 2021)**