



CITY OF NEWARK

CITY COUNCIL

City Administration Building, City Council Chambers

37101 Newark Boulevard, Newark, CA 94560 | (510) 578-4266 | E-mail: city.clerk@newark.org



AGENDA

Thursday, May 9, 2024
7:00 P.M.

A. ROLL CALL

B. PRESENTATIONS

1. Proclamation designating May 19-25, as Public Works Week
2. Proclamation designating May 19 - 25, 2024, as Emergency Medical Services Week
3. Proclamation designating May 12-18, 2024, as Police Week
4. Proclamation designating May as Affordable Housing Month
5. Union Sanitary District Presentation

C. PUBLIC COMMENT

The public is invited to address the City Council on any item not listed on the agenda. Public Comments are generally limited to 5 minutes per speaker. Please note that State law prohibits the Council from acting on non-agenda items.

D. CONSENT CALENDAR

Consent Calendar items are considered to be routine and may be approved by one motion. There will be no separate discussion on these items unless there is a request by a Council Member, a staff member, or a member of the public to remove an item for separate discussion and action.

1. Approval of Audited Demands
2. Approval of April 25, 2024, minutes

3. Adopt a resolution authorizing the City Manager to enter into an agreement with Axon Enterprise, Inc. for the purchase of Axon's Officer Safety Plan 10 Premium hardware, software, and training packages, and amend the 2022-2024 Biennial Budget and Capital Improvement Plan
4. Adopt a resolution authorizing the City Manager to execute the Third Amendment to the Contractual Services Agreement with Stantec Consulting Inc. to provide additional Professional Environmental Services for Mowry Village Project
5. Adopt a resolution authorizing the acceptance of the State of California grants for the Old Town PDA Road Diet and Complete Street Improvement Project in the amount of \$1,000,000 and for the Newark Resource Center Improvement Project in the amount of \$1,000,000 and amend the 2022-2024 Biennial Budget and Capital Improvement Plan

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Adopt a resolution authorizing the City Manager to execute a contractual services agreement with Arup US, Inc. to develop a Sea Level Rise Vulnerability Assessment and Adaptation Strategy and amending the 2022-2024 Biennial Budget and Capital Improvement Plan
2. Pension Update and Cost Management Strategies Presentation and, by Motion, provide direction regarding establishment and funding of a New Pension Section 115 Trust

G. CITY COUNCIL MATTERS

City Council Members report on attendance at intergovernmental agency meetings, conferences, and seminars since the last meeting. City Council Members may also announce upcoming events and coordinate attendance; report on local events attended since the last meeting; and make brief comments on issues of concern.

H. CITY MANAGER UPDATES

I. CLOSED SESSION

J. ADJOURNMENT

MEETING INFORMATION

Members of the public may attend the meeting in person, watch online, or watch on Cable Channel 26. The ability to observe online or Cable Channel 26 is predicated on those technologies being available and functioning without technical difficulties. Should those platforms not be available, or become non-functioning, or should the City Council otherwise encounter technical difficulties that make those platforms unavailable, the City Council will

proceed with business in person unless otherwise prohibited by law.

How to view the meeting remotely:

Livestream online at YouTube: <https://www.youtube.com/@cityofnewark3077/streams>

Copy/paste the YouTube URL into your browser if the link does not automatically open.

Cable Channel 26 - if the meeting does not broadcast live, please contact your service provider and request the City of Newark channel lineup.

Zoom will no longer be available for public participation unless required by Assembly Bill 2449. Should a Council Member or the Mayor attend the meeting via Zoom pursuant to Assembly Bill 2249, then the Webinar ID 872 3122 3926 will be activated. The Mayor will make an announcement at the beginning of the meeting that the City will be allowing public comment via Zoom. Raise your virtual hand to notify the City Clerk that you would like to speak during the item that you wish to speak on.

How to submit written Public Comment:

Send an email to [City Clerk](#) by 3:00 p.m. the day of the meeting. Please identify the agenda item number in the subject line of your email. Emails will be compiled into one file and will be distributed to the City Council before the meeting.

No question shall be asked of a council member, city staff, or an audience member except through the Mayor. No person shall interrupt the meeting. Any person who refuses to carry out instructions given by the Mayor for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.

Council Meeting Access/Materials:

The agenda packet is available for review at [Agendas and Minutes](#). The packet is typically posted to the City website the Friday before the meeting, but no later than 72 hours before the meeting.

Pursuant to Government Code 54957.5, supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and will be posted at <https://www.newark.org/departments/city-manager-s-office/agendas-minutes> and will concurrently be made available for public inspection during regular business hours at the David W. Smith City Hall, 37101 Newark Boulevard, Newark CA. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection. For those persons who require special accommodations, please contact the City Clerk at least two days prior to the meeting at [City Clerk](#) or 510-578-4266.



STAFF REPORT

Item B. 1.

DATE 05/09/2024
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Proclamation designating May 19-25, as Public Works Week

May 19 to 25, 2024, has been designated Public Works Week in Newark. A member of the Public Works Department will be at the meeting to accept the proclamation.

Attachments

Proclamation

PROCLAMATION NO. 1918

NATIONAL PUBLIC WORKS WEEK

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, parks and landscape, and equipment maintenance; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skills of public works officials;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim the week of May 19 – 25, 2024, as

NATIONAL PUBLIC WORKS WEEK

in the City of Newark, and I call upon the community to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS THEREOF, I have hereunto set forth my hand and caused the Official Seal of the City of Newark to be affixed this Ninth Day of May, Two Thousand Twenty-four.

MICHAEL K. HANNON
Mayor



STAFF REPORT

Item B. 2.

DATE 05/09/2024
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Proclamation designating May 19 - 25, 2024, as Emergency Medical Services Week

May 19 to 25, 2024, has been designated National Emergency Medical Services Week in Newark. A member of the Alameda County Fire Department will be at the meeting to accept the proclamation.

Attachments

Proclamation

PROCLAMATION NO. 1917

NATIONAL EMERGENCY MEDICAL SERVICES WEEK

WHEREAS, emergency medical services are vital public services; and

WHEREAS, the members of the Alameda County Fire Department are dedicated to providing exceptional, lifesaving care to those in need twenty-four hours a day, seven days a week; and

WHEREAS, emergency medical services providers are dedicated to saving lives and limiting suffering, often under challenging circumstances, which often require personal sacrifice and risk; and

WHEREAS, immediate access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services teams engage in specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, our community benefits on a daily basis from the knowledge and skills of these highly trained individuals;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim May 19 – 25, 2024 as

NATIONAL EMERGENCY MEDICAL SERVICES WEEK

and thank all emergency personnel for their dedication and professionalism.

IN WITNESS THEREOF, I have hereunto set forth my hand and caused the Official Seal of the City of Newark, State of California, to be affixed this Ninth Day of May, Two Thousand Twenty-four.

MICHAEL K. HANNON
Mayor



STAFF REPORT

Item B. 3.

DATE 05/09/2024
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Proclamation designating May 12-18, 2024, as Police Week

May 12 to 18th has been designated National Police Week in Newark. A member of the Police Department will be at the meeting to accept the proclamation.

Attachments

Proclamation

PROCLAMATION NO. 1916

NATIONAL POLICE WEEK

WHEREAS, Congress and the President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS, the members of the Newark Police Department play an essential role in safeguarding the rights and freedoms of the citizens of the City of Newark; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people of the community by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the Newark Police Department remains dedicated to serving the community and continues to receive high approval ratings from the public, including last fall when a scientific survey was conducted by a third-party consultant that reflected a positive assessment; and

WHEREAS, the men and women of the City of Newark Police Department unceasingly provide a vital public service;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim May 12 – 18, 2024, as

NATIONAL POLICE WEEK

in the City of Newark in honor of the law enforcement officers, past and present, who have rendered a dedicated service to the community, and do further proclaim May 15, 2024, as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty.

IN WITNESS THEREOF, I have hereunto set forth my hand and caused the Official Seal of the City of Newark, State of California, to be affixed this Ninth Day of May, Two Thousand Twenty-four.

MICHAEL K. HANNON
Mayor



STAFF REPORT

Item B. 4.

DATE 05/09/2024
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Proclamation designating May as Affordable Housing Month

The East Bay Housing Organizations (EBHO) members work to produce, preserve, and protect affordable housing opportunities for low-income communities in the East Bay. EBHO is celebrating its 40th anniversary and has requested a proclamation declaring May as Affordable Housing Month. A representative of EBHO will accept the proclamation at the City Council meeting.

Attachments

Proclamation

PROCLAMATION NO. 1919

AFFORDABLE HOUSING MONTH

WHEREAS, quality affordable homes are vital to healthy, safe, and racially just communities and as East Bay Housing Organizations proudly commemorates its 40th anniversary, it continues to champion affordable housing in the East Bay, fostering a racially and economically just community for all; and

WHEREAS, even before current high inflation rates, increasing housing costs led longtime residents to be displaced, live in overcrowded homes, or experience homelessness, threatening our region's racial diversity and economic opportunity; and

WHEREAS, stable affordable homes are the solution to homelessness, and support seniors, families, youth, veterans, people with disabilities or special needs, and our whole community; and

WHEREAS, the upcoming November 2024 ballot presents a unique opportunity to vote on a regional bond that will generate upwards of \$10-\$20 billion for the creation of affordable housing and homelessness solutions across the nine counties; this bond will build and preserve tens of thousands of new affordable homes, housing thousands of our neighbors, and generating tens of thousands of jobs; and

WHEREAS, local housing organizations are continuing to recognize May as Bay Area Affordable Housing Month because regional action to a growing regional housing crisis is an essential part of recovery from the pandemic and the work to ensure that everyone has an affordable and stable home; and

WHEREAS, the City of Newark recognizes the importance building affordable housing units, and since 2020, the City has invested over \$20 million in affordable housing projects, resulting in approvals for over 370 affordable units;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim May as

AFFORDABLE HOUSING MONTH

in Newark and encourage residents to support affordable and stable housing at the local, regional, state and federal levels.

IN WITNESS THEREOF, I have hereunto set forth my hand and caused the Official Seal of the City of Newark, State of California, to be affixed this Ninth Day of May, Two Thousand Twenty-four.

MICHAEL K. HANNON
Mayor



STAFF REPORT

Item B. 5.

DATE 05/09/2024
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Union Sanitary District Presentation

The Union Sanitary District (USD) operates a 33-acre wastewater treatment facility in Union City and provides collection, treatment and disposal services to a total population of over 356,000 in Fremont, Newark and Union City. The District maintains over 830 miles of underground pipeline in its service area. USD General Manager, Mr. Paul Eldredge, will provide a summary of USD's services to Newark residents and significant projects. A copy of the PowerPoint that will be provided to the Council at the meeting is attached.

Attachments

Presentation



UNION SANITARY DISTRICT

Newark City Council

May 9, 2024



Service Area and Directors

Manny Fernandez



Union City

- ***Established 1918***
- ***60 Square mile service area***
- ***343,000+ Tri-City residents***



Newark

Pat Kite

Fremont

**Anjali Lathi
Tom Handley
Jennifer Toy**

District Profile

- 839 miles of pipeline
- 7 pump stations, one 33-acre treatment plant
- Discharge secondary treated wastewater into the deep waters of San Francisco Bay via a JPA
- 147 full-time employees
- Fiscal year 23/24 budget \$162,875,541 million (including capital)



District Profile

- 24.25 million gallons/day (MGD) average daily flow in 2023
 - Over 8.8 billion gallons annually
- 33 MGD permitted treatment capacity
- 20,000+ wet tons of beneficially reusable biosolids produced annually
- 365 million gallons of treated wastewater reused on-site annually



Service Connections

- 3,113 businesses
- 121,451 total service connections
- Approximately 17,497 manholes
- 81 permitted industries

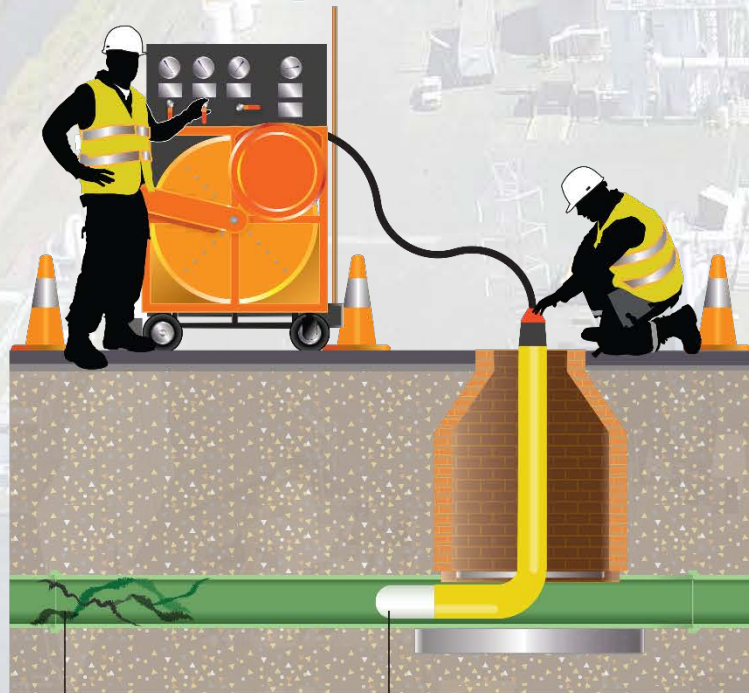
Examples:

- Tesla Motors, Inc.
- Lam Research Corp.
- Western Digital Technologies
- U.S. Pipe & Foundry



Trenchless Repair Process

Collection Services staff use trenchless methods whenever possible, minimizing impacts to customers and city streets

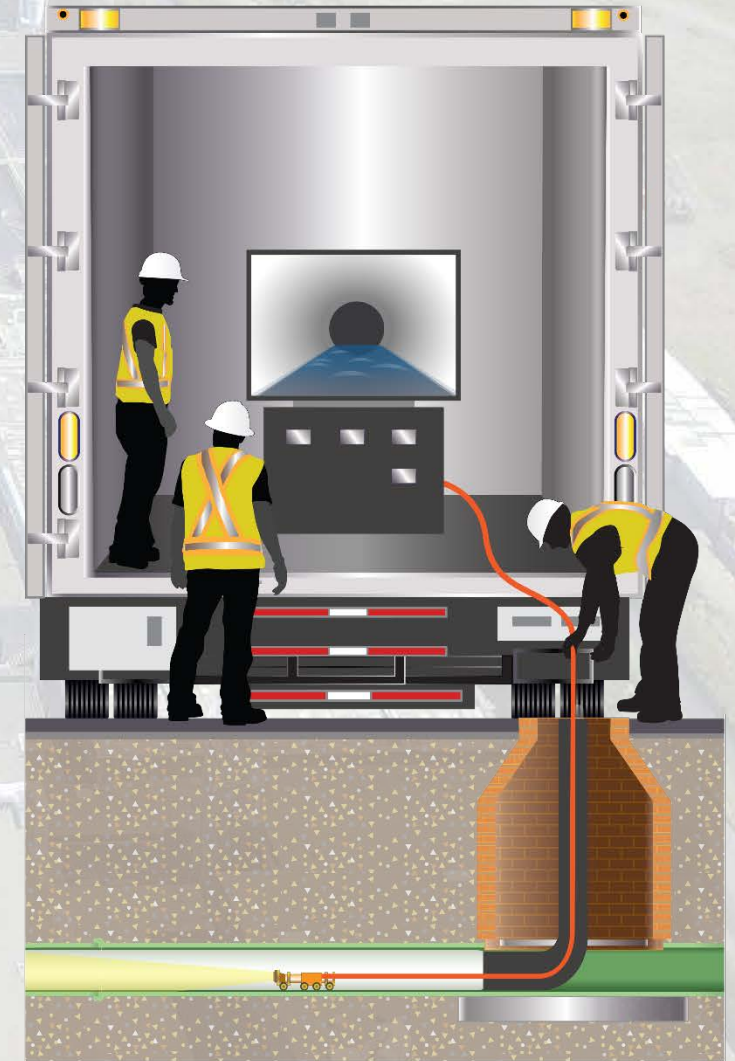


Aged Sewer

Resin-saturated tube is inserted into existing sewer



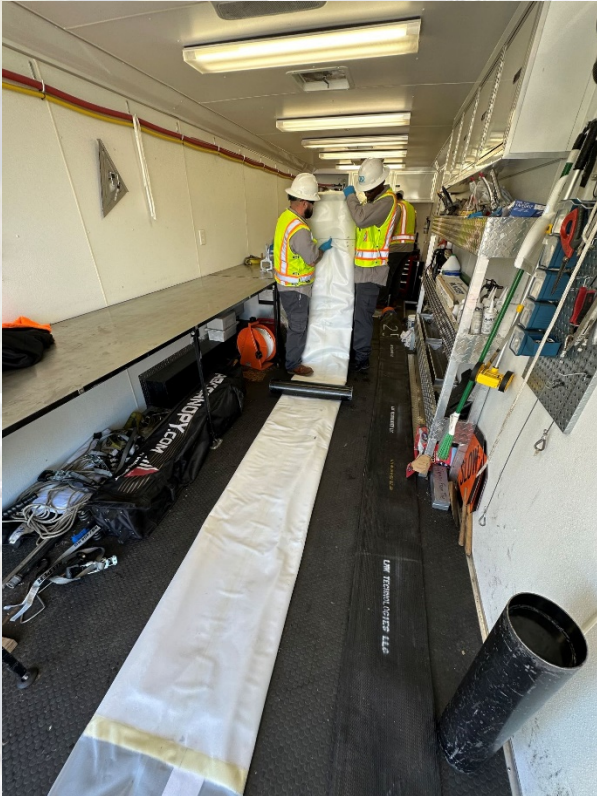
Tube is expanded, resin cures to form a "pipe within a pipe"



New sewer pipe is video-inspected and laterals are restored

Underground Line Repair

USD Staff implementing the Trenchless Repair process



Outreach Activities

Staff provide Fifth-Grade classroom presentations
and participate in Community and Career Fairs



Algal Blooms and Nutrients in the SF Bay

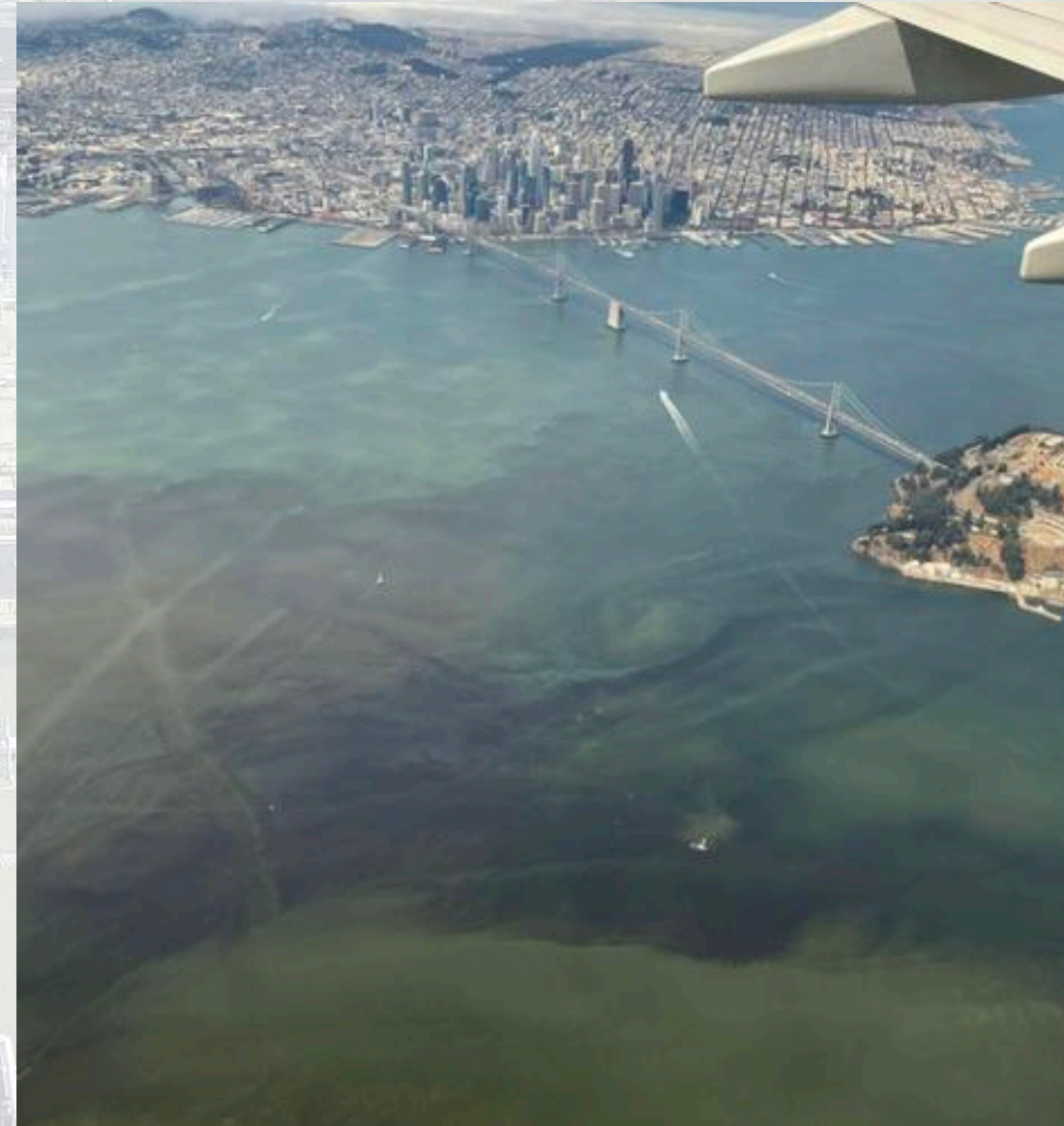
The Bay's historic resilience to nutrients is being stressed by changing climate impacts

Nutrients in water bodies have been a nationwide concern for many years (e.g. Nitrogen, Ammonia, and Phosphorus)

In 2022, and again in 2023, harmful algal bloom events occurred in the San Francisco Bay

Scientists don't fully understand what triggered the blooms but know that nitrogen (a naturally occurring nutrient in treated wastewater) contributed

Algal blooms and the nutrients that feed them in the Bay are a community issue. Nutrients are sent to the treatment plant when you flush a toilet, wash your dishes, or take a shower



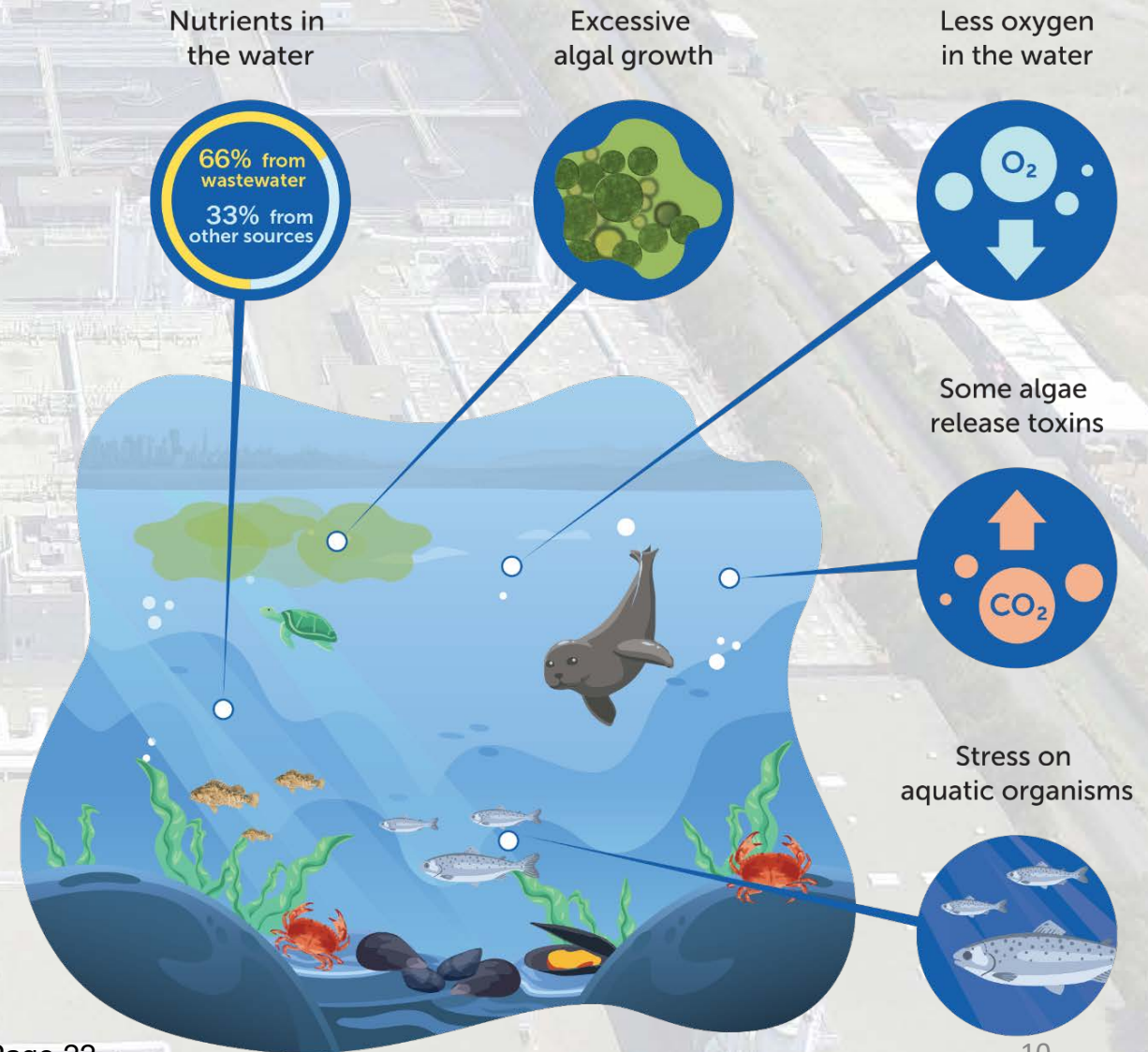
Algal Blooms and Nutrients in the SF Bay

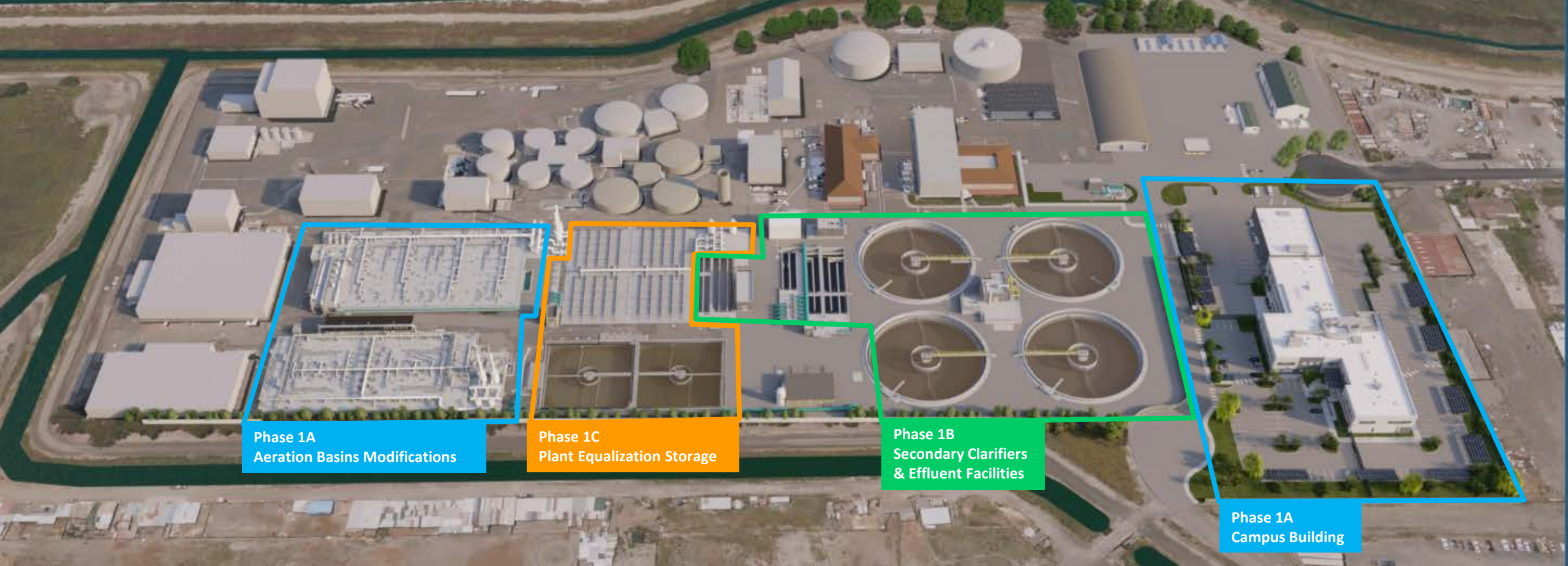
All Bay Area treatment facilities clean wastewater to robust standards, but it still contains some nitrogen (nutrients)

Nutrients are regulated via a Watershed Permit administered by the San Francisco Regional Water Quality Control Board. An updated Watershed Permit will be adopted in 2024

The wastewater community remains committed to science-based strategies that reduce nutrient levels to the Bay while balancing the costs of necessary upgrades to achieve the required nutrient load reductions

Nutrient reduction requirements and more stringent regulations are expected in the 2024 permit





ETSU Overview

- The ETSU Program is currently estimated to cost \$509,511,993
- Non-stop construction estimated to take 7 – 10 years
- Construction contracts for Phase 1A were awarded on January 10, 2022 and June 13, 2022

ETSU Construction is Underway



ETSU Construction is Underway

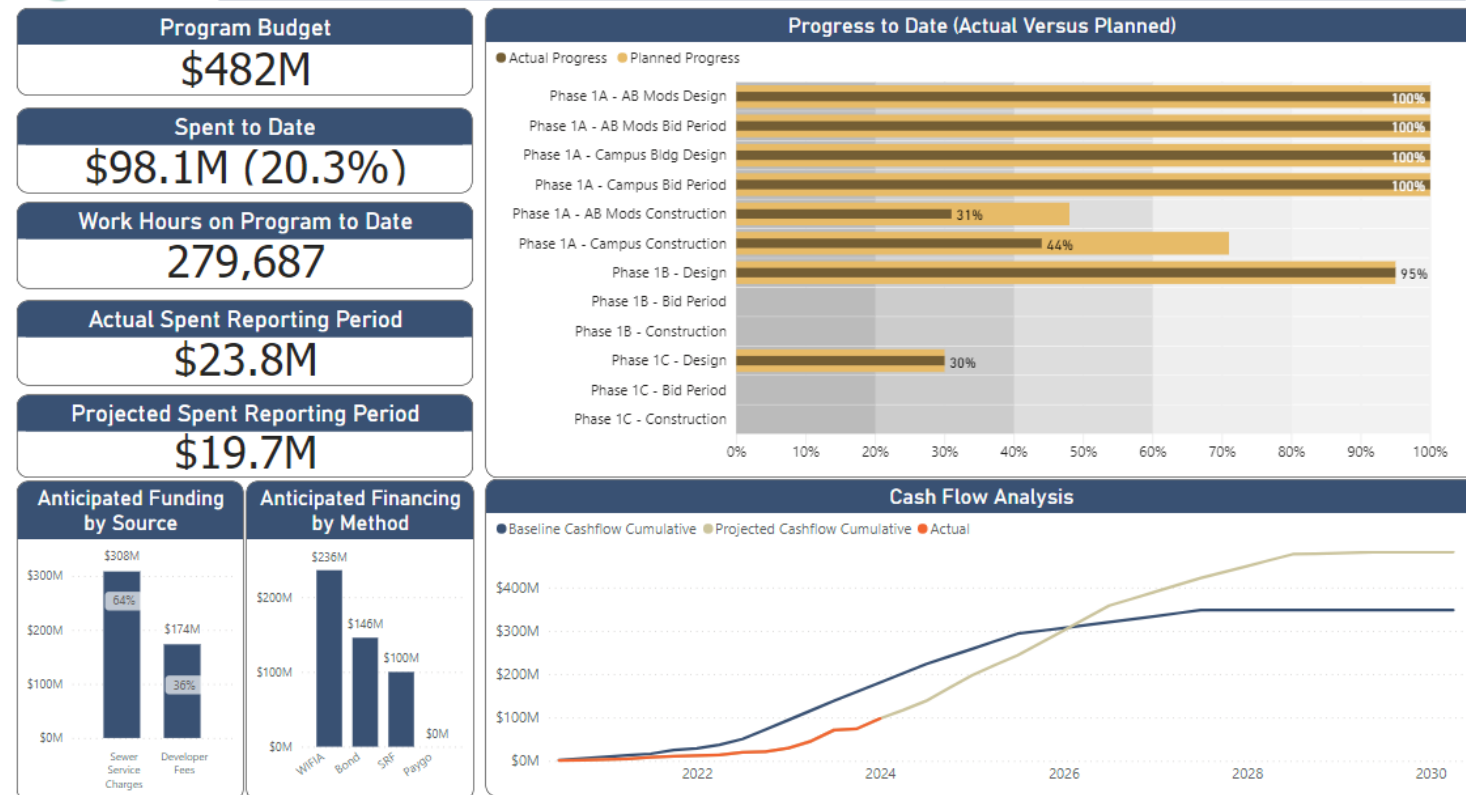


ETSU's Funding

- USD has secured an EPA WIFIA loan for a portion of the ETSU program costs
- In September 2023, the State Water Board approved the FY 23-24 funding plan including \$100 million in financing for the ETSU program.
- This funding is crucial to the program's success and USD's provision of the largest early action on nutrient removal to SF Bay



Enhanced Treatment and Site Upgrade Program



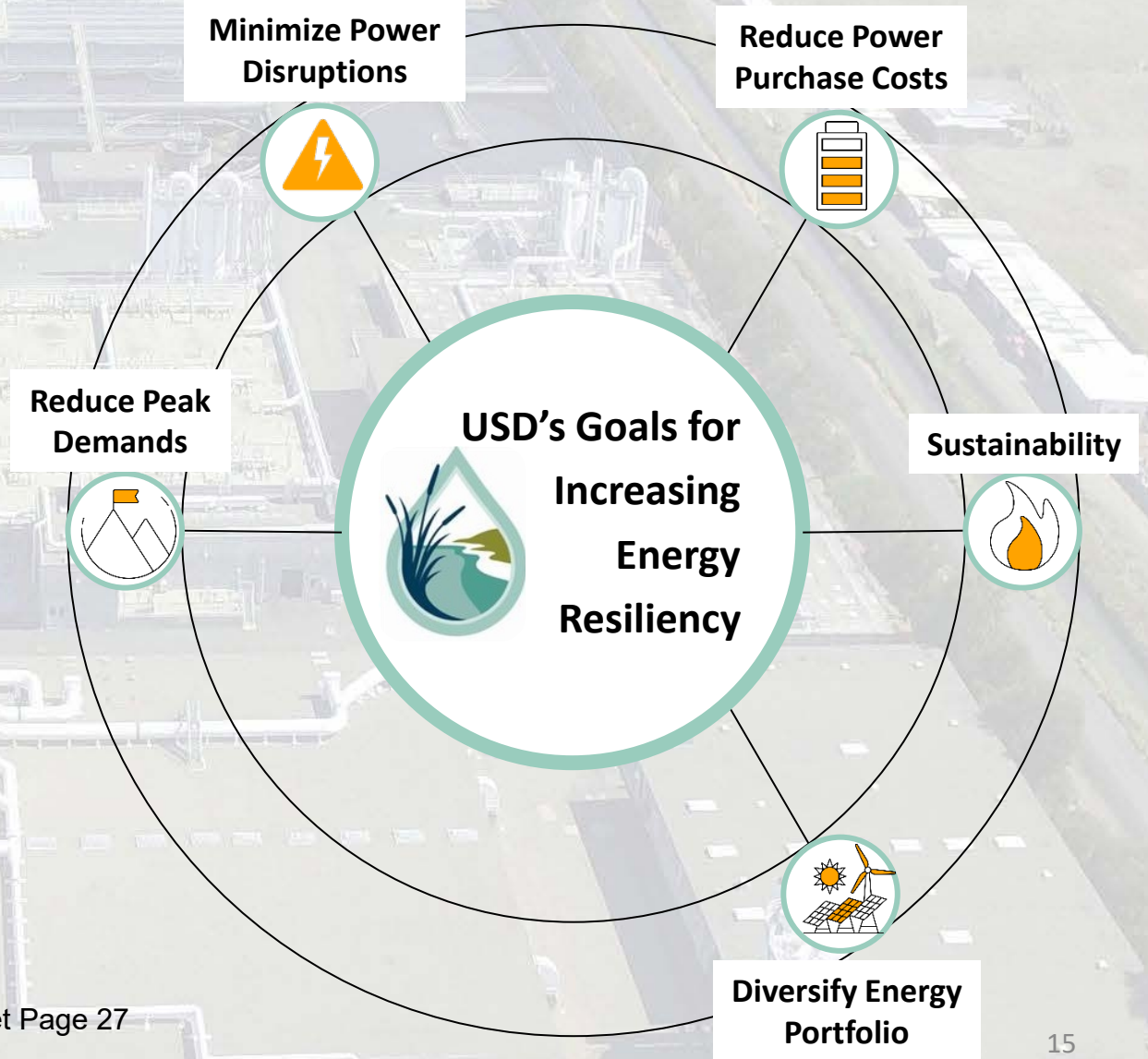
Optimizing Energy Resiliency to Manage Costs

USD uses 2.5 – 2.6 MW of power daily

FY 23 Total power costs:
\$2,304,998.32

The District is evaluating options at its Treatment Plant and Pump Stations to:

- Reduce energy costs
- Maximize energy production
- Reduce overall dependence on outside energy sources for District-owned facilities



Potential Cost-Saving Energy Options

Additional solar arrays and battery storage at USD's treatment plant and pump stations



Large Tesla Megapack



Tesla Powerwall



Potential Solar array over Primary Clarifiers at Union City Treatment Plant

Potential Cost-Saving Energy Options

Additional Cogeneration Engine and Battery Systems at the Treatment Plant



Existing Cogeneration Engines (with room for one more)

Packet Page 29

SWGR-SE

Standby Power
Building

Tesla Megapack

Tesla Megapack

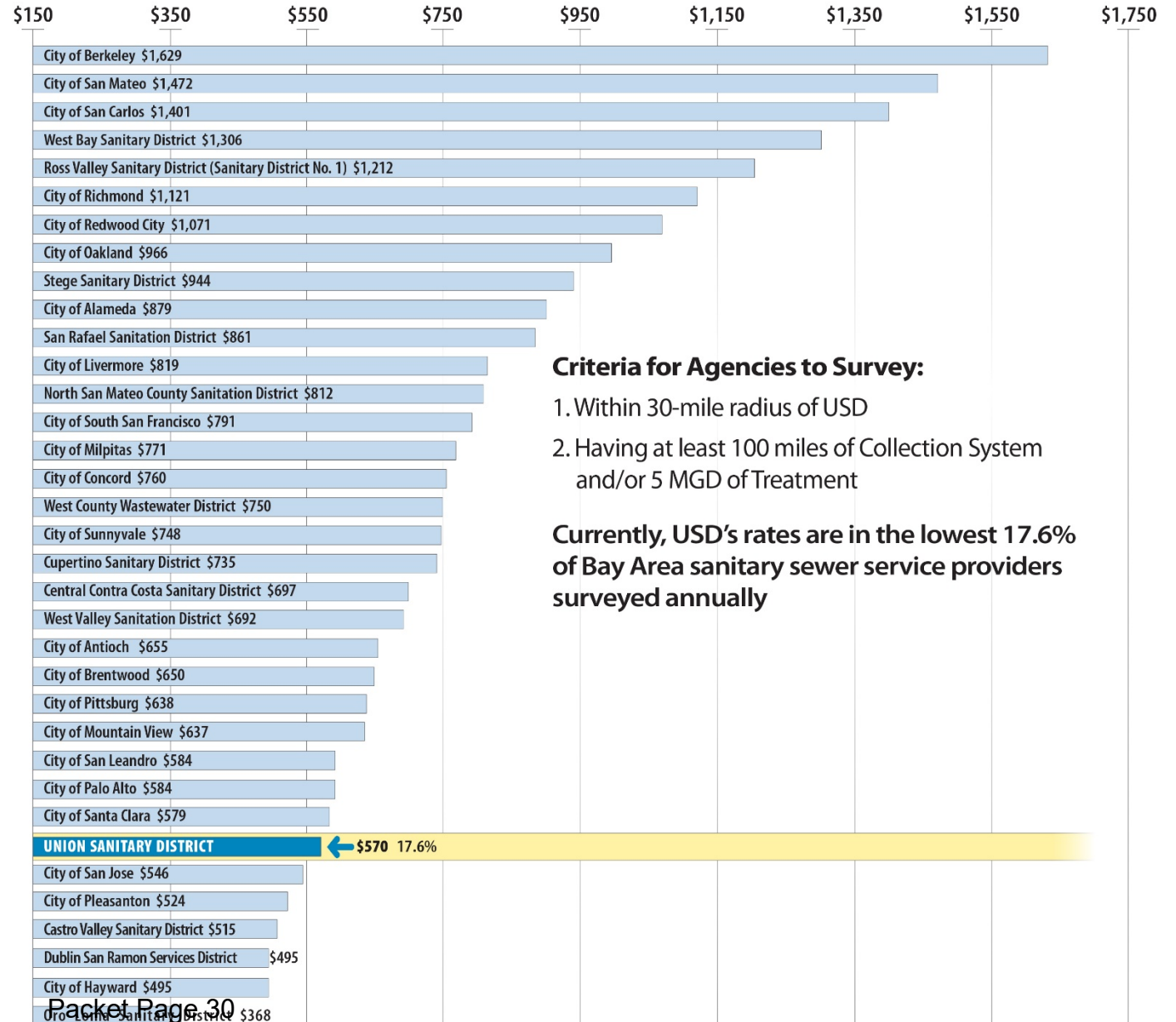
Tesla Megapack

Peak-Shaving Battery System Layout

Rate Comparison

- The 23/24 Annual Residential Sewer Service Charge of \$569.97 is in the lowest 17.6% of Bay Area sewer service providers surveyed annually

BAY AREA ANNUAL SEWER SERVICE CHARGES 2023-2024



Criteria for Agencies to Survey:

1. Within 30-mile radius of USD
2. Having at least 100 miles of Collection System and/or 5 MGD of Treatment

Currently, USD's rates are in the lowest 17.6% of Bay Area sanitary sewer service providers surveyed annually



Thank You



STAFF REPORT

Item D. 1.

DATE 05/09/2024
TO Honorable Mayor and City Council Members
FROM Krysten Lee, Finance Director
SUBJECT Approval of Audited Demands

Attachments

Audited Demands 04.11.24_1
Audited Demands 04.11.24_2
Audited Demands 04.18.24

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE
Batch Date: 04/10/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	04/10/2024	10910 Miscellaneous Billing Refund	SALVADOR VARGAS & JULIETA BRAVO		100.00
	Customer Type	Customer Number	Transaction Date	Transaction Type	
	MISC BILLING	119	04/10/2024	Undesignated Balance	
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 1		\$100.00
	Checks:	1	\$100.00		

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 04/11/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	04/11/2024	10911 Accounts Payable	ABACUS PRODUCTS INC		537.29
	Invoice	Date	Description	Check Sort Code	Amount
	B75373	03/19/2024	EVIDENCE ENVELOPES		537.29
Check	04/11/2024	10912 Accounts Payable	AFLAC		1,104.30
	Invoice	Date	Description	Check Sort Code	Amount
	308536	04/03/2024	AFLAC - MARCH PREMIUMS		1,104.30
Check	04/11/2024	10913 Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		8,026.17
	Invoice	Date	Description	Check Sort Code	Amount
	91080	02/07/2024	SCHOOL CROSSING GUARD SVCS 01/21-02/03/24		8,026.17
Check	04/11/2024	10914 Accounts Payable	ALLIED AUTO STORES INC		1,504.13
	Invoice	Date	Description	Check Sort Code	Amount
	MAR' 24	03/31/2024	ALLIED-FLEET SUPPLIES 03/05-03/28/24		1,504.13
Check	04/11/2024	10915 Accounts Payable	AMERICAN LANGUAGE SERVICES		1,475.68
	Invoice	Date	Description	Check Sort Code	Amount
	79891	03/18/2024	TRNSL & INTERP SVCS - HAYWIRED EARTHQUAKE WORKSHOP - 3/18/24		1,475.68
Check	04/11/2024	10916 Accounts Payable	ARROWHEAD FORENSICS		124.81
	Invoice	Date	Description	Check Sort Code	Amount
	167269	02/16/2024	EVIDENCE SUPPLIES		124.81
Check	04/11/2024	10917 Accounts Payable	BAY CENTRAL PRINTING		265.80
	Invoice	Date	Description	Check Sort Code	Amount
	198340	03/20/2024	FAMILY DAY @ THE PARK - COLORING SHEET FOR KIDS		265.80
Check	04/11/2024	10918 Accounts Payable	BOUND TREE MEDICAL, LLC		996.82
	Invoice	Date	Description	Check Sort Code	Amount
	85257272	02/21/2024	GLOVES - MED,LARGE & XL		996.82
Check	04/11/2024	10919 Accounts Payable	CAL-WEST LIGHTING & SIGNAL MAINTENANCE		10,243.09
	Invoice	Date	Description	Check Sort Code	Amount
	240106	01/31/2024	FY23-24 STREET LIGHT MAINTENANCE 01/24		1,391.57
	240107	01/31/2024	FY23-24 STREET LIGHT MAINTENANCE 01/24		3,557.10
	240201	02/29/2024	FY23-24 STREET LIGHT MAINTENANCE 02/24		2,801.62

	240202	02/29/2024	FY23-24 STREET LIGHT MAINTENANCE 02/24		2,492.80
Check	04/11/2024	10920 Accounts Payable	STATE DISBURSEMENT UNIT		1.38
	Invoice	Date	Description	Check Sort Code	Amount
	PPE 3.30.24	04/03/2024	GARNISH - CASE 200000002128365 - 3/17/24-3/30/24		1.38
Check	04/11/2024	10921 Accounts Payable	CENTRAL VALLEY TOXICOLOGY, INC.		608.00
	Invoice	Date	Description	Check Sort Code	Amount
	332617	01/09/2024	LAB TESTS 01/09/2024		162.00
	332616	01/09/2024	LAB TESTS 01/09/2024		162.00
	332615	01/09/2024	LAB TESTS 01/09/2024		242.00
	332543	01/04/2024	LAB TESTS 01/04/2024		42.00
Check	04/11/2024	10922 Accounts Payable	COMCAST		874.21
	Invoice	Date	Description	Check Sort Code	Amount
	8821-042824	03/24/2024	TELEVISION & PUBLIC WIFI ACCESS 03/29-04/28/24		874.21
Check	04/11/2024	10923 Accounts Payable	COOKE AND ASSOCIATES INCORPORATED		1,718.40
	Invoice	Date	Description	Check Sort Code	Amount
	195316	01/29/2024	BACKGROUND INVESTIGATIONS - 01/29/24		1,718.40
Check	04/11/2024	10924 Accounts Payable	CRIME SCENE CLEANERS		130.00
	Invoice	Date	Description	Check Sort Code	Amount
	88918	02/08/2024	CRIME SCENE CLEANING 02/08/24		130.00
Check	04/11/2024	10925 Accounts Payable	DELTA DENTAL OF CALIFORNIA		16,744.46
	Invoice	Date	Description	Check Sort Code	Amount
	BE005991420	04/03/2024	DELTA PPO - APRIL 2024 PREMIUMS		16,744.46
Check	04/11/2024	10926 Accounts Payable	DELTA DENTAL INSURANCE COMPANY		253.74
	Invoice	Date	Description	Check Sort Code	Amount
	BE005989488	04/03/2024	DELTA CARE - APRIL 2024 PREMIUMS		253.74
Check	04/11/2024	10927 Accounts Payable	DIVISION OF THE STATE ARCHITECT		559.20
	Invoice	Date	Description	Check Sort Code	Amount
	0101-033124	04/05/2024	CA STATE CASP FEES (AB1379)		559.20
Check	04/11/2024	10928 Accounts Payable	FEDEX		52.16
	Invoice	Date	Description	Check Sort Code	Amount
	8-403-56061	02/09/2024	PACKAGE DELIVERY 1/31/24		37.45
	8-410-38793	02/16/2024	PACKAGE DELIVERY 2/13/24		14.71
Check	04/11/2024	10929 Accounts Payable	FEHR & PEERS		13,710.39
	Invoice	Date	Description	Check Sort Code	Amount
	173592	03/11/2024	TASK ORDER #10 - ACTIVE TRANSPORTATION PLAN 01/27-02/23/24		13,710.39
Check	04/11/2024	10930 Accounts Payable	FIDELITY SECURITY LIFE INSURANCE/EYEMED		2,252.26
	Invoice	Date	Description	Check Sort Code	Amount
	166228430	04/03/2024	EYEMED - APRIL 2024 PREMIUMS		2,252.26
Check	04/11/2024	10931 Accounts Payable	FREMONT FORD		873.38

	Invoice	Date	Description	Check Sort Code	Amount
	223195	03/29/2024	FLEET SUPPLIES-BOOSTER ASY		457.60
	223333	04/05/2024	FORD PARTS-NUT WHEEL, COVER, BLADE, ELEMENT ASY		415.78
Check	04/11/2024	10932 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		2,698.72
	Invoice	Date	Description	Check Sort Code	Amount
	E 215640	01/31/2024	MAINLINE REPAIR AT CHERRY 1/16/24		2,698.72
Check	04/11/2024	10933 Accounts Payable	GHD INC.		27,412.44
	Invoice	Date	Description	Check Sort Code	Amount
	380-0048644	04/04/2024	TASK ORDER NO. 5 - MOWRY AVE AT CHERRY STREET (THROUGH 03/30/24)		5,596.68
	380-0046717	02/27/2024	TASK ORDER NO. 4 - NEWARK QUIET ZONES (THROUGH 02/24/24)		7,709.00
	380-0048271	04/02/2024	TASK ORDER NO. 4 - NEWARK QUIET ZONES (THROUGH 03/30/24)		12,993.01
	380-0048191	04/01/2024	ON-CALL TRAFFIC ENGINEERING SERVICES (THROUGH 03/30/24)		1,113.75
Check	04/11/2024	10934 Accounts Payable	GREENSFELDER COMMERCIAL REAL ESTATE LLC		5,374.74
	Invoice	Date	Description	Check Sort Code	Amount
	NEWARK 24-03	03/31/2024	URBAN PLANN, REAL ESTATE ADVISORY & IMPLEMENTATION 2/8-3/27/24		5,374.74
Check	04/11/2024	10935 Accounts Payable	HDL SOFTWARE, LLC		1,512.35
	Invoice	Date	Description	Check Sort Code	Amount
	SIN037058	02/29/2024	UUT RETURNS PROCESSED - FEB 2024		1,512.35
Check	04/11/2024	10936 Accounts Payable	HINDERLITER DE LLAMAS & ASSOCIATES		300.00
	Invoice	Date	Description	Check Sort Code	Amount
	SIN036665	03/15/2024	TRANSACTION TAX - CONTRACT SERVICES Q3/2023		300.00
Check	04/11/2024	10937 Accounts Payable	I PIZZA		641.00
	Invoice	Date	Description	Check Sort Code	Amount
	030924-033024	04/01/2024	PIZZA FOR BIRTHDAY PARTIES 03/09 - 03/30/24		641.00
Check	04/11/2024	10938 Accounts Payable	ICS INTEGRATED COMMUNICATION SYSTEMS		228,812.00
	Invoice	Date	Description	Check Sort Code	Amount
	2413170-1	02/29/2024	CONF RM LOGITECH RALLY CAM & BARCO PD TRAINING- APPROVAL 2024-09		12,345.00
	24-13-167-02	02/29/2024	PD TRAINING ROOM MICROPHONES - APPROVAL 2024-09		13,891.00
	2413169-1	02/29/2024	AUDIO VISUAL INSTALLATIONS - APPROVAL 2024-09 - CF RM 3-7		50,579.00
	2413168-1	02/29/2024	CIVIC CENTER AND PD TRAINING UPGRADE - APPROVAL 2024-09		36,637.00
	24-13-221-01	02/29/2024	CHAMBER VIDEO WALL - APPROVAL 2024-09		115,360.00
Check	04/11/2024	10939 Accounts Payable	CATHREENE INGHAM-WATTERS		100.59
	Invoice	Date	Description	Check Sort Code	Amount
	030624EXP	03/06/2024	ICMA WEBINAR REFRESHMENTS 03/06/24		100.59
Check	04/11/2024	10940 Accounts Payable	ITERIS, INC.		21,153.15
	Invoice	Date	Description	Check Sort Code	Amount
	167453	03/11/2024	TRAFFIC SIGNAL INTERCONNECT PROJECT #1361 01/01-02/29/24		21,153.15
Check	04/11/2024	10941 Accounts Payable	KELLY SPICERS FACILITIES SOLUTIONS		4,811.14

	Invoice	Date	Description	Check Sort Code	Amount
	70011682	03/19/2024	PARKS FACILITIES LINERS		4,811.14
Check	04/11/2024	10942 Accounts Payable	KEVIN SCOTT KILGORE		500.00
	Invoice	Date	Description	Check Sort Code	Amount
	0228-022924EXP	03/01/2024	REIMBURSEMENT FOR POLICE CHIEF RECRUITMENT 02/28-02/29/24		500.00
Check	04/11/2024	10943 Accounts Payable	NAPA AUTO PARTS		3,973.55
	Invoice	Date	Description	Check Sort Code	Amount
	MAR' 24	03/31/2024	NAPA - FLEET SUPPLIES MARCH 2024		3,973.55
Check	04/11/2024	10944 Accounts Payable	L.N. CURTIS & SONS		328.53
	Invoice	Date	Description	Check Sort Code	Amount
	INV789818	02/06/2024	UNIFORM AND ACCESSORIES-GALLARDO		328.53
Check	04/11/2024	10945 Accounts Payable	TERENCE LAU		55.68
	Invoice	Date	Description	Check Sort Code	Amount
	0319-032124EXP	03/26/2024	MILEAGE REIMBURSEMENT		55.68
Check	04/11/2024	10946 Accounts Payable	LOOMIS		334.16
	Invoice	Date	Description	Check Sort Code	Amount
	13466948	03/31/2024	ARMORED CAR SERVICE - 03/24		334.16
Check	04/11/2024	10947 Accounts Payable	JOSUE LOPEZ-DUENAS		100.06
	Invoice	Date	Description	Check Sort Code	Amount
	040424EXP	04/04/2024	DMV REIMBURSEMENT-CLASS A 04/04/24		100.06
Check	04/11/2024	10948 Accounts Payable	MIKE YORKS INVESTIGATIONS		3,150.00
	Invoice	Date	Description	Check Sort Code	Amount
	2024-01	02/23/2024	BACKGROUND INVESTIGATIONS 02/12-02/23/24		3,150.00
Check	04/11/2024	10949 Accounts Payable	VERONICA MORA		55.68
	Invoice	Date	Description	Check Sort Code	Amount
	0319-032124EXP	03/26/2024	MILEAGE REIMBURSEMENT		55.68
Check	04/11/2024	10950 Accounts Payable	MFCP INC		323.44
	Invoice	Date	Description	Check Sort Code	Amount
	9050584	03/18/2024	FIRE STATION 28 - PUSH LOK		323.44
Check	04/11/2024	10951 Accounts Payable	NEWARK UNIFIED SCHOOL DISTRICT		3,410.11
	Invoice	Date	Description	Check Sort Code	Amount
	INV24-00092	03/20/2024	NEWARK UNIFIED ACWD BILLING 1/4/24-3/4/24		3,410.11
Check	04/11/2024	10952 Accounts Payable	NICHOLS CONSULTING ENGINEERS, CHTD		7,330.00
	Invoice	Date	Description	Check Sort Code	Amount
	123065501	01/05/2024	TASK ORDER NO. 3 - CARGILL TEMP. ACCESS ROAD - 01/24		2,585.00
	123085501	03/01/2024	TASK ORDER NO. 4 - CONCRETE AND PEDESTRIAN SAFETY HSIP - 02/24		4,745.00
Check	04/11/2024	10953 Accounts Payable	FIDELITY PAYMENT SERVICES		129.00
	Invoice	Date	Description	Check Sort Code	Amount
	1490015	02/19/2024	GATEWAY SETUP FEE		129.00

Check	04/11/2024	10954	Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA	149.00	
	Invoice		Date	Description	Check Sort Code	Amount
	82611284		03/21/2024	PRE-EMPLOYMENT/ DOT PHYSICALS - 03/21/24		149.00
Check	04/11/2024	10955	Accounts Payable	OGAWA-MUNE INC	353.90	
	Invoice		Date	Description	Check Sort Code	Amount
	336653		03/27/2024	TREES-POINT OF SALE		353.90
Check	04/11/2024	10956	Accounts Payable	OWEN EQUIPMENT SALES	3,534.92	
	Invoice		Date	Description	Check Sort Code	Amount
	00062981		03/21/2024	FLEET SB SEGMENT SET		3,534.92
Check	04/11/2024	10957	Accounts Payable	PACIFIC GAS & ELECTRIC	48,110.10	
	Invoice		Date	Description	Check Sort Code	Amount
	7786-032124		03/21/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 02/15-03/15/24		39,468.47
	3926-030624		03/06/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 01/30-02/28/24		131.86
	0870-030724		03/07/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 01/31-02/29/24		100.81
	9045-030524		03/05/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 01/26-02/26/24		326.91
	0552-030524		03/05/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 01/27-02/27/24		128.98
	2305-030424		03/04/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 01/26-02/26/24		167.01
	7460-031524		03/15/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 01/26-02/26/24		3,724.74
	1859-030624		03/06/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 01/30-02/28/24		3,971.96
	2305-040224		04/02/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 02/27-03/26/24		89.36
Check	04/11/2024	10958	Accounts Payable	MORGAN PEDERSEN	158.63	
	Invoice		Date	Description	Check Sort Code	Amount
	0316-032324EXP		04/01/2024	SUPPLIES FOR HAYWIRED WORKSHOP & FAMILY DAY @ THE PARK		158.63
Check	04/11/2024	10959	Accounts Payable	THE PERMANENTE MEDICAL GROUP, INC.	3,692.00	
	Invoice		Date	Description	Check Sort Code	Amount
	3209033478510324		03/15/2024	PRE-EMPLOYMENT/ DOT PHYSICALS-11/23 - 02/24		3,692.00
Check	04/11/2024	10960	Accounts Payable	PHOENIX GROUP INFORMATION SYSTEMS	684.15	
	Invoice		Date	Description	Check Sort Code	Amount
	012024101		02/15/2024	PARKING CITATION PROGRAM JANUARY 2024		684.15
Check	04/11/2024	10961	Accounts Payable	PRECISION EMPRISE LLC	16,156.36	
	Invoice		Date	Description	Check Sort Code	Amount
	54574		03/28/2024	CONCRETE REPAIRS - 03/11-03/18/24		16,156.36
Check	04/11/2024	10962	Accounts Payable	PROFORCE LAW ENFORCEMENT	1,014.75	
	Invoice		Date	Description	Check Sort Code	Amount
	541286		02/06/2024	TASER BATTERIES		1,014.75
Check	04/11/2024	10963	Accounts Payable	SMITH & SONS ELECTRIC, INC.	600.00	
	Invoice		Date	Description	Check Sort Code	Amount
	24022		04/03/2024	PD POWER OUTAGE 4/3/24		600.00
Check	04/11/2024	10964	Accounts Payable	BRIAN KEITH SPEARS	328.38	
	Invoice		Date	Description	Check Sort Code	Amount

	0228-030124EXP	02/28/2024	HOTEL REIMBURSEMENT FOR POLICE CHIEF RECRUITMENT 02/28-03/01/24		328.38
Check	04/11/2024	10965 Accounts Payable	STANDARD INSURANCE COMPANY		948.00
	Invoice	Date	Description	Check Sort Code	Amount
	BILLING-MAR 24	03/01/2024	EMPLOYEE LIFE INSURANCE AND AD&D COVERAGE PREMIUMS-3/1-3/31/24		948.00
Check	04/11/2024	10966 Accounts Payable	STATE OF CALIFORNIA		416.58
	Invoice	Date	Description	Check Sort Code	Amount
	PPE 3.30.24	04/03/2024	GARNISH - CASE 569116649 - 3/17/24-3/30/24		416.58
Check	04/11/2024	10967 Accounts Payable	LEHR		109.83
	Invoice	Date	Description	Check Sort Code	Amount
	SI100631	03/19/2024	FLEET PARTS-WHELEN VERTEX SUPER-LED OMNI DIRECTIONAL		109.83
Check	04/11/2024	10968 Accounts Payable	SUN RIDGE SYSTEMS INC		6,325.00
	Invoice	Date	Description	Check Sort Code	Amount
	8092	04/04/2024	INTEGRATION CAD/RMS -MINDBASE		6,325.00
Check	04/11/2024	10969 Accounts Payable	SURF TO SNOW ENVIRONMENTAL RESOURCE		90.00
	Invoice	Date	Description	Check Sort Code	Amount
	13457	02/29/2024	MUNICIPAL STORMWATER INSPECTION SERVICES (01/01-02/29/24)		90.00
Check	04/11/2024	10970 Accounts Payable	T-MOBILE		143.89
	Invoice	Date	Description	Check Sort Code	Amount
	966241989032124	03/19/2024	IPHONE SVC 02/21-03/20/24		143.89
Check	04/11/2024	10971 Accounts Payable	THE TACTICAL ADVANTAGE POLICE SUPPLY		394.05
	Invoice	Date	Description	Check Sort Code	Amount
	7774	02/07/2024	PMAG 30 GEN3		394.05
Check	04/11/2024	10972 Accounts Payable	TURF STAR, INC.		552.94
	Invoice	Date	Description	Check Sort Code	Amount
	7324897-00	03/19/2024	FLEET SUPPLIES-BLADE SERVICE PACK		552.94
Check	04/11/2024	10973 Accounts Payable	ULINE		1,298.11
	Invoice	Date	Description	Check Sort Code	Amount
	175762603	03/18/2024	FOLDING TABLES FOR FAMILY DAY AT THE PARK		1,298.11
Check	04/11/2024	10974 Accounts Payable	VERIZON WIRELESS		11,493.51
	Invoice	Date	Description	Check Sort Code	Amount
	9959448939	03/18/2024	WIRELESS SERVICE 02/19-03/18/24		11,493.51
Check	04/11/2024	10975 Accounts Payable	VISTA UNIVERSAL INC		519.70
	Invoice	Date	Description	Check Sort Code	Amount
	T517459	03/26/2024	BIRCH GROVE PARK LIGHT REPLACEMENT 2/14/24		519.70
Check	04/11/2024	10976 Accounts Payable	WASHINGTON HOSPITAL		75.00
	Invoice	Date	Description	Check Sort Code	Amount
	0124-NPD-LB	02/01/2024	LAB TESTS JANUARY 2024		75.00

Check	04/11/2024	10977	Accounts Payable	WATERPROOFING ASSOCIATES, INC.		1,538.00
	Invoice		Date	Description	Check Sort Code	Amount
	9572		03/11/2024	COMMUNITY CENTER LEAK 3/11/24		1,538.00
Check	04/11/2024	10978	Accounts Payable	WBCP, INC		6,178.05
	Invoice		Date	Description	Check Sort Code	Amount
	7021		02/06/2024	CEO CHAMBER OF COMMERCE RECRUITMENT SVCS - ADDT'L WORK 02/06/24		6,178.05
Check	04/11/2024	10979	Accounts Payable	WEST COAST ARBORISTS INC		29,193.70
	Invoice		Date	Description	Check Sort Code	Amount
	212629		04/03/2024	NEWARK BLVD STREET TREE PRUNING 03/18/24		972.60
	212628		02/29/2024	JARVIS GROVE CLEAN UP 02/27/24-02/29/24		16,055.00
	212627		02/21/2024	LAKESHORE PARK EUCALYPTUS REMOVAL 02/16/24-02/21/24		12,166.10
Check	04/11/2024	10980	Accounts Payable	WFG NATIONAL TITLE COMPANY		6,600.00
	Invoice		Date	Description	Check Sort Code	Amount
	953333		02/12/2024	TITLE REPORTS, CENTRAL OVERPASS PRJCT 1014 - 92-71-2 - 02/24		600.00
	955052		02/16/2024	TITLE REPORTS, CENTRAL OVERPASS PRJCT 1014 - 92-71-3 & -8 -02/24		600.00
	953791		02/13/2024	TITLE REPORTS, CENTRAL OVERPASS PRJCT 1014 - 92-71-4 - 02/24		600.00
	955811		02/20/2024	TITLE REPORTS, CENTRAL OVERPASS PRJCT 1014 - 92-72-2-5 - 02/24		600.00
	956638		02/22/2024	TITLE REPORTS, CENTRAL OVERPASS PRJCT 1014 - 92-72-2-6 - 02/24		600.00
	957026		02/23/2024	TITLE REPORTS, CENTRAL OVERPASS PRJCT 1014 - 92-72-3 - 02/24		600.00
	956662		02/22/2024	TITLE REPORTS, CENTRAL OVERPASS PRJCT 1014 - 92-72-4 - 02/24		600.00
	957610		02/26/2024	TITLE REPORTS, CENTRAL OVERPASS PRJCT 1014 92-73-11 - 02/24		600.00
	957628		02/26/2024	TITLE REPORTS, CENTRAL OVERPASS PRJCT 1014 - 92-74-3-1 - 02/24		600.00
	958324		02/27/2024	TITLE REPORTS, CENTRAL OVERPASS PRJCT 1014 92-253-2-1 - 02/24		600.00
	958430		02/27/2024	TITLE REPORTS, CENTRAL OVERPASS PRJCT 1014 - 537-751-7-1 - 02/24		600.00
Check	04/11/2024	10981	Accounts Payable	ORION SECURITY		2,590.18
	Invoice		Date	Description	Check Sort Code	Amount
	125776		03/23/2024	UNARMED, UNIFORMED SECURITY GUARD 3/18/24 - 3/22/24		1,444.00
	126002		03/30/2024	UNARMED, UNIFORMED SECURITY GUARD 3/25/24 - 3/28/24		1,146.18
Check	04/11/2024	10982	Accounts Payable	ZI-TECH PROFESSIONAL SERVICES		1,687.50
	Invoice		Date	Description	Check Sort Code	Amount
	202431		03/29/2024	INDIVIDUAL COACHING AND ORGANIZATIONAL DEVELOPMENT - 03/24		1,687.50
Check	04/11/2024	10983	Accounts Payable	ZOOM VIDEO COMMUNICATIONS, INC		14,306.04
	Invoice		Date	Description	Check Sort Code	Amount
	INV244850991		03/07/2024	ONLINE VIDEO COMMUNICATIONS/WEBINARS 02/07/24 - 03/06/25		14,306.04
Check	04/11/2024	10984	Accounts Payable	CEDAR BOULEVARD TOWNHOMES, LLC		11,303.50
	Invoice		Date	Description	Check Sort Code	Amount
	CDD000010.C22075		03/22/2024	PROJECT FINALIZED - REIMBURSEMENT TO DEVELOPER		11,303.50
EFT	04/11/2024	967	Accounts Payable	CLIENTFIRST TECHNOLOGY CONSULTING 122037760 / 001064667052		46,682.50
	Invoice		Date	Description	Check Sort Code	Amount
	16004		12/31/2023	VIDEO PROJECT 10/1-12/31/23		24,295.00
	16003		12/31/2023	TECHNOLOGY MASTER PLAN 10/1-12/31/23		14,060.00
	16297		01/31/2024	TELECOM CONSULTING 1/1-1/31/24		8,327.50

EFT	04/11/2024	968 Accounts Payable	SPECTRUM SMALL BUSINESS SERVICES, LLC	325084426 / 5348560846	893.75
	Invoice	Date	Description	Check Sort Code	Amount
	04042024GENERAL1	04/04/2024	STARTUP SPACE COORDINATION & NEWARK TEAM MEETINGS - 3/24		893.75
EFT	04/11/2024	969 Accounts Payable	COTTON, SHIRES AND ASSOCIATES, INC. (ACH)	121122676 / 157535269292	2,255.00
	Invoice	Date	Description	Check Sort Code	Amount
	324182	03/27/2024	GEOTECH PEER REVIEW - 38600 CEDAR BLVD 02/26-03/05/24		2,255.00
EFT	04/11/2024	970 Accounts Payable	METROPOLITAN PLANNING GROUP	121042882 / 2016189470	8,192.50
	Invoice	Date	Description	Check Sort Code	Amount
	2004254	01/17/2024	CEQA REVIEW FOR THE PROLOGIS PROJECT - SVCS THRU 12/31/23		8,192.50
EFT	04/11/2024	971 Accounts Payable	QUADIENT FINANCE USA, INC.	011900254 / 385015844484	1,129.41
	Invoice	Date	Description	Check Sort Code	Amount
	4857 - MAR '24	03/17/2024	POSTAGE - MAR '24		1,129.41
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 79		\$604,260.94
	Checks:	74	\$545,107.78		
	EFTs:	5	\$59,153.16		

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 04/18/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	04/18/2024	10985 Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		1,093,290.00
	Invoice	Date	Description	Check Sort Code	Amount
	2023-24-222	03/29/2024	CONTRACT FIRE SERVICES - 03/24		1,093,290.00
Check	04/18/2024	10986 Accounts Payable	ALAMEDA COUNTY MAYORS CONFERENCE		3,820.00
	Invoice	Date	Description	Check Sort Code	Amount
	509	02/29/2024	2024 MEMBERSHIP DUES		3,820.00
Check	04/18/2024	10987 Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		3,149.55
	Invoice	Date	Description	Check Sort Code	Amount
	0201-032924	04/01/2024	ACWD HYDRANT 02/01-03/29/24		3,149.55
Check	04/18/2024	10988 Accounts Payable	ALPINE AWARDS INC		191.84
	Invoice	Date	Description	Check Sort Code	Amount
	6106774	03/29/2024	MEDALS FOR ADULT LEAGUES		191.84
Check	04/18/2024	10989 Accounts Payable	MATTHEW AVILA		29.99
	Invoice	Date	Description	Check Sort Code	Amount
	032024EXP	04/09/2024	EXPENSE REIMBURSEMENT 03/20/24		29.99
Check	04/18/2024	10990 Accounts Payable	BAY CENTRAL PRINTING		85.88
	Invoice	Date	Description	Check Sort Code	Amount
	198400	03/27/2024	BUSINESS CARD IMPRINTING - ZUBAIR		85.88
Check	04/18/2024	10991 Accounts Payable	BAY ISLAND OFFICIALS ASSOCIATION		1,232.00
	Invoice	Date	Description	Check Sort Code	Amount
	MARCH312024	03/31/2024	OFFICIATING FOR BASKETBALL AND VOLLEYBALL GAMES FOR MARCH '24		1,232.00
Check	04/18/2024	10992 Accounts Payable	MARK LEE BENTHIEN		139.31
	Invoice	Date	Description	Check Sort Code	Amount
	031924EXP	04/04/2024	HOTEL ACCOMM. - INSTRUCTOR HAYWIRED WRKSHP 3/19/24		139.31
Check	04/18/2024	10993 Accounts Payable	BURTON'S FIRE INC		44.57
	Invoice	Date	Description	Check Sort Code	Amount
	S 63765	03/26/2024	HANDLE BODY AND AXLE		44.57
Check	04/18/2024	10994 Accounts Payable	DAN CIANCIARULO		101.39

	Invoice	Date	Description	Check Sort Code	Amount
	041424EXP	04/14/2024	2ND BOOT/UNIFORM REIMBURSEMENT 04/14/2024		101.39
Check	04/18/2024	10995 Accounts Payable	CINTAS CORP		3,358.45
	Invoice	Date	Description	Check Sort Code	Amount
	MAR' 24	03/31/2024	UNIFORM/MATS MARCH 2024		3,358.45
Check	04/18/2024	10996 Accounts Payable	CLASSIC GRAPHICS		271.34
	Invoice	Date	Description	Check Sort Code	Amount
	49312	03/28/2024	ARBOR DAY SIGNAGE		149.51
	49319	03/29/2024	3/8 METAL		121.83
Check	04/18/2024	10997 Accounts Payable	COUNTY OF ALAMEDA		1,222.50
	Invoice	Date	Description	Check Sort Code	Amount
	MARCH '24	04/04/2024	CITATION PROCESSING FEES - MARCH '24		1,222.50
Check	04/18/2024	10998 Accounts Payable	COVINO SMITH & SIMON, INC.		1,700.00
	Invoice	Date	Description	Check Sort Code	Amount
	03-2024	03/25/2024	PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE MARCH 2024		1,700.00
Check	04/18/2024	10999 Accounts Payable	DAILY JOURNAL CORPORATION		100.00
	Invoice	Date	Description	Check Sort Code	Amount
	B3801012	04/09/2024	PH NOTICE - MCDONALD'S REMODEL - 35192 NEWARK BLVD 4/9/24		100.00
Check	04/18/2024	11000 Accounts Payable	JARVIS SHELL		5,494.55
	Invoice	Date	Description	Check Sort Code	Amount
	00003	04/04/2024	GASOLINE AND CARWASH 6/4/23-1/27/24		5,494.55
Check	04/18/2024	11001 Accounts Payable	DEPARTMENT OF JUSTICE		322.00
	Invoice	Date	Description	Check Sort Code	Amount
	725767	04/04/2024	FINGERPRINTING FEES - 03/24		322.00
Check	04/18/2024	11002 Accounts Payable	DUKE DE LEON		720.00
	Invoice	Date	Description	Check Sort Code	Amount
	4181	02/25/2024	BROADCAST AND STREAM CC AND PC MTGS FEBRUARY 2024		330.00
	4182	03/30/2024	BROADCAST AND STREAM CC AND PC MTGS MARCH 2024		390.00
Check	04/18/2024	11003 Accounts Payable	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC		39,700.00
	Invoice	Date	Description	Check Sort Code	Amount
	94691947	03/25/2024	GIS ENTERPRISE LICENSING YEAR 2 OF 3 - 03/30/24 - 03/29/25		39,700.00
Check	04/18/2024	11004 Accounts Payable	FLOCK GROUP INC		45,400.00
	Invoice	Date	Description	Check Sort Code	Amount
	INV-37543	03/29/2024	YEAR 1 - COMMUNITY SAFETY CAMERAS WITH AUTOMATED LICENSE PLATE		45,400.00
Check	04/18/2024	11005 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		545.94
	Invoice	Date	Description	Check Sort Code	Amount
	E 215641	01/31/2024	IRRIGATION REPAIR 1/31/24		545.94
Check	04/18/2024	11006 Accounts Payable	GRAINGER		34.30

	Invoice	Date	Description	Check Sort Code	Amount
	9051480169	03/13/2024	BLDG DUAL RUN CAPACITOR		34.30
Check	04/18/2024	11007 Accounts Payable	GRANITEROCK		1,506.01
	Invoice	Date	Description	Check Sort Code	Amount
	2148188	03/23/2024	GRANITEPATCH		1,506.01
Check	04/18/2024	11008 Accounts Payable	PATRICIA HADDOCK		135.00
	Invoice	Date	Description	Check Sort Code	Amount
	04082024	04/08/2024	EDIT OF HAYWIRED DOCUMENTS 3/1/24-3/29/24		135.00
Check	04/18/2024	11009 Accounts Payable	JAYSON IMAI		127.16
	Invoice	Date	Description	Check Sort Code	Amount
	0208-030724EXP	04/09/2024	EXPENSE REIMBURSEMENT 02/08-03/07/24		60.00
	040424EXP	04/09/2024	EXPENSE REIMBURSEMENT 04/04/24		32.00
	041524EXP	04/09/2024	EXPENSE REIMBURSEMENT 04/15/24		35.16
Check	04/18/2024	11010 Accounts Payable	LELAND CONSULTING GROUP, INC.		2,473.75
	Invoice	Date	Description	Check Sort Code	Amount
	6470.1.3	05/08/2023	NEWARK HOTEL STUDY - 2/10/23 - 2/28/23		2,473.75
Check	04/18/2024	11011 Accounts Payable	BRIAN LEWIS		81.38
	Invoice	Date	Description	Check Sort Code	Amount
	040724EXP	04/07/2024	2ND BOOT/UNIFORM REIMBURSEMENT 04/07/24		81.38
Check	04/18/2024	11012 Accounts Payable	LPC SERVICES, INC.		267.00
	Invoice	Date	Description	Check Sort Code	Amount
	73611	03/29/2024	PEST SERVICES - CITY HALL #102699 3/29/24		267.00
Check	04/18/2024	11013 Accounts Payable	MARK GOTHARD		1,350.00
	Invoice	Date	Description	Check Sort Code	Amount
	307202403142024	04/10/2024	SENIOR CHAIR FITNESS 3/7-3/21/24		800.00
	110202401182024	03/06/2024	SENIOR CHAIR FITNESS 1/10-1/18/24		550.00
Check	04/18/2024	11014 Accounts Payable	MEYERS NAVE		101.00
	Invoice	Date	Description	Check Sort Code	Amount
	216601	04/10/2024	LEGAL SVCS FOR SANCTUARY WEST - SVCS THRU 3/31/24		101.00
Check	04/18/2024	11015 Accounts Payable	NEWARK VALERO #7117		4,034.05
	Invoice	Date	Description	Check Sort Code	Amount
	083123-011024	01/15/2024	VALERO FUEL 08/31/23-01/10/24		4,034.05
Check	04/18/2024	11016 Accounts Payable	KIDZ LOVE SOCCER		10,531.80
	Invoice	Date	Description	Check Sort Code	Amount
	0114-03082024	04/02/2024	KIDZ LOVE SOCCER CLASSES 1/14-3/8/24		10,531.80
Check	04/18/2024	11017 Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		150.00
	Invoice	Date	Description	Check Sort Code	Amount
	82685547	04/03/2024	PRE-EMPLOYMENT/ DOT PHYSICALS - 03/29-04/02/24		150.00
Check	04/18/2024	11018 Accounts Payable	OGAWA-MUNE INC		1,271.18

	Invoice	Date	Description	Check Sort Code	Amount
	336899	04/03/2024	TREES-POINT OF SALE		1,271.18
Check	04/18/2024	11019 Accounts Payable	PACIFIC GAS & ELECTRIC		3,926.73
	Invoice	Date	Description	Check Sort Code	Amount
	3926-040424	04/04/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 02/29-03/28/24		68.12
	1859-040424	04/04/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 02/29-03/28/24		3,355.58
	0870-040424	04/04/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 03/01-03/29/24		97.24
	9045-040324	04/03/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 02/27-03/26/24		288.16
	0552-040324	04/03/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 02/28-03/27/24		117.63
Check	04/18/2024	11020 Accounts Payable	RSG, INC.		1,787.50
	Invoice	Date	Description	Check Sort Code	Amount
	I011668	03/31/2024	RSG3518 - NEWARK INTERIM CHAMBER CEO - 3/1/24-3/29/24		1,787.50
Check	04/18/2024	11021 Accounts Payable	SEDGWICK		6,080.00
	Invoice	Date	Description	Check Sort Code	Amount
	BRS-0020588	03/25/2024	REMOTE RISK CONTROL-FEBRUARY 2024		6,080.00
Check	04/18/2024	11022 Accounts Payable	LEHR		411.09
	Invoice	Date	Description	Check Sort Code	Amount
	SI101063	03/27/2024	FLEET SUPPLIES-LITTLELITE		411.09
Check	04/18/2024	11023 Accounts Payable	LEHR		109.83
	Invoice	Date	Description	Check Sort Code	Amount
	SI100886	03/25/2024	FLEET PARTS-WHELEN VERTEX SUPER-LED OMNI DIRECTIONAL		109.83
Check	04/18/2024	11024 Accounts Payable	MARY TEIXEIRA		11.58
	Invoice	Date	Description	Check Sort Code	Amount
	EXPREIMB-02/24	02/06/2024	PLATES FOR POLICE CHIEF RECRUITMENT		11.58
Check	04/18/2024	11025 Accounts Payable	THE TACTICAL ADVANTAGE POLICE SUPPLY		1,110.35
	Invoice	Date	Description	Check Sort Code	Amount
	7872	03/27/2024	BULLETPROOF VESTS C.VUONG; APPROVAL #2024-03		1,110.35
Check	04/18/2024	11026 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY CO.		42,073.00
	Invoice	Date	Description	Check Sort Code	Amount
	523526	03/29/2024	JANITORIAL SERVICES - LIBRARY MARCH 2024		5,846.00
	2024-0301	03/29/2024	JANITORIAL SERVICES - CITYWIDE MARCH 2024		36,227.00
Check	04/18/2024	11027 Accounts Payable	U.S. BANK ST. PAUL		3,635,314.64
	Invoice	Date	Description	Check Sort Code	Amount
	2559179	04/11/2024	2019 COP DEBT SERVICE PAYMENT		3,635,314.64
Check	04/18/2024	11028 Accounts Payable	WEST COAST ARBORISTS INC		13,948.15
	Invoice	Date	Description	Check Sort Code	Amount
	213237	03/31/2024	PARK TREE MAINTENANCE 03/16/24-03/31/24		633.75
	213234	03/31/2024	STREET TREE MAINTENANCE 03/16/24-03/31/24		13,314.40
Check	04/18/2024	11029 Accounts Payable	WEX BANK		1,436.25

	Invoice	Date	Description	Check Sort Code	Amount
	96279375	04/06/2024	CHEVRON CC 04/06/24		1,436.25
Check	04/18/2024	11030 Accounts Payable	WFG NATIONAL TITLE COMPANY		1,250.00
	Invoice	Date	Description	Check Sort Code	Amount
	967963	03/26/2024	TITLE REPORTS, QUIET ZONES PROJECT 1276 - 03/24		1,250.00
Check	04/18/2024	11031 Accounts Payable	ORION SECURITY		2,599.20
	Invoice	Date	Description	Check Sort Code	Amount
	126065	04/06/2024	UNARMED, UNIFORMED SECURITY GUARD 4/1/24 - 4/5/24		1,444.00
	126121	04/13/2024	UNARMED, UNIFORMED SECURITY GUARD 4/8/24 - 4/11/24		1,155.20
Check	04/18/2024	11032 Accounts Payable	KHEDER , ELIE		48.06
	Invoice	Date	Description	Check Sort Code	Amount
	041124UUT	04/11/2024	UTILITY USERS TAX REFUND 12/29/23-04/02/24		48.06
EFT	04/18/2024	976 Accounts Payable	METROPOLITAN PLANNING GROUP 121042882 / 2016189470		3,557.50
	Invoice	Date	Description	Check Sort Code	Amount
	2004397	03/25/2024	5222 NEWPARK PLAZA CEQA REVIEW - SVCS THRU 2/29/24		3,557.50
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 49		\$4,936,645.82
	Checks:	48	\$4,933,088.32		
	EFTs:	1	\$3,557.50		



STAFF REPORT

Item D. 2.

DATE 05/09/2024
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Approval of April 25, 2024, minutes

Attachments

Minutes



CITY OF NEWARK CITY COUNCIL

City Administration Building, City Council Chambers

37101 Newark Boulevard, Newark, CA 94560 | (510) 578-4266 | E-mail: city.clerk@newark.org

Draft

**Thursday, April 25, 2024
7:00 P.M.**

A. ROLL CALL

Mayor Hannon called the meeting to order at 7:00 p.m. Vice Mayor Freitas, Council Members Collazo, and Jorgens were present. Council Member Bucci was noted absent.

B. PRESENTATIONS

1. Proclaiming Water Safety Month

Mayor Hannon presented the proclamation to Kevin DeFranco, Recreation and Community Services Supervisor I.

2. Proclaiming May as Building Safety Month

Mayor Hannon presented the proclamation to Building Division employees: Ken Wood, Building Inspector II, Bryan Cabeceira, Building Inspector I, Lisa Mendes, Permit Technician, Melanie Cabeceira, Administrative Support Specialist II, and Matthew Amaral, Office Assistant.

C. PUBLIC COMMENT

No one requested to speak.

D. CONSENT CALENDAR

Council Member Jorgens moved, Council Member Collazo seconded, to approve Consent Calendar items D.1 to D.5, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption. The motion passed, 4 AYES, 1 ABSENT.

1. Approval of Audited Demands
2. Approval of April 11, 2024, minutes
3. Adopt a resolution initiating the 2024 Weed Abatement Program and setting May 23, 2024, for a public hearing
Resolution No. 11632
4. Approval of the plans and specifications, adopt a resolution accepting the bid, and award of contract for the total bid to EyeP Solutions Inc. for Security Cameras and Building Access Management and amending the 2022-2024 Biennial Budget and Capital Improvement Plan
Resolution No. 11633
Contract No. 24034
5. Adopt a resolution authorizing the City Manager to execute a Master Services Agreement with RingCentral, Inc. for a hosted telephone system
Resolution No. 11634
Contract No. 24035

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Presentation of the Technology Master Plan

Chief Information Officer/Information Systems Director Miranda introduced Tom Jakobsen, ClientFirst Technology Consulting who gave the presentation. The purpose of the Technology Master Plan is to identify technology priorities, budget estimates and timelines over multiple years. Presentation on file with

City Clerk.

No one from the public requested to speak.

Mayor Hannon requested that the Capital Improvement Plan include the Technology Master Plan priorities and that it be reviewed to measure the work of the Plan.

Informational only, no action requested.

2. Receive a presentation of the draft Broadband Master Plan and Smart City Report and provide feedback

Chief Information Officer/Information Systems Director Miranda introduced Jeff Lewis and Bill Pugh, Government Technology Group who gave the presentation. The purpose of the Broadband Master Plan is to provide inclusivity, reliability, reasonable cost, and infrastructure for community-wide broadband. Presentation on file with City Clerk.

Mr. Lewis recommended a staff broadband advisory group, creation of policies and clear workflows, create a technology enterprise fund, create a public private partnership for the last mile, incrementally build broadband infrastructure, and support digital inclusion.

Bill Pugh reviewed the Connected Communities concept and benefits.

No one from the public requested to speak.

Mayor Hannon suggested that when the Utility Users Tax sunsets, the City may want to consider a technology fee to help with underserved areas of the City improve broadband access.

Informational only, no action requested.

3. Adopt a resolution authorizing the acceptance of the State of California grants for the Old Town PDA Road Diet and Complete Street Improvement Project in the amount of \$1,000,000 and for the Newark Resource Center Improvement Project in the amount of \$1,000,000 and amend the 2022-2024 Biennial Budget and Capital Improvement Plan

City Manager Benoun stated that item F.3 will be rescheduled for the next City Council meeting. There would not be a quorum to discuss with Council Member Bucci's absence and the need for Vice Mayor Freitas and Council Member Collazo to recuse.

G. CITY COUNCIL MATTERS

Council Member Jorgens thanked City staff for hosting the City School Liaison Committee meeting.

Council Member Collazo stated to shop Newark and to Shop Old Town on Saturday during the 2024 State of the City Address and Old Town Streetscape Exhibition.

Mayor Hannon thanked staff and businesses for their efforts for the 2024 State of the City Address and Old Town Streetscape Exhibition. He stated that the City needed more events like this.

H. CITY MANAGER UPDATES

City Manager Benoun announced that the 2024 State of the City Address and Old Town Streetscape Exhibition would be held on Saturday.

I. CLOSED SESSION

J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 8:29 p.m.



STAFF REPORT

Item D. 3.

DATE 05/09/2024
TO Honorable Mayor and City Council Members
FROM Jolie Macias, Captain
SUBJECT Adopt a resolution authorizing the City Manager to enter into an agreement with Axon Enterprise, Inc. for the purchase of Axon's Officer Safety Plan 10 Premium hardware, software, and training packages, and amend the 2022-2024 Biennial Budget and Capital Improvement Plan

SUMMARY AND RECOMMENDATION

The Newark Police Department has utilized body-worn cameras department-wide since 2013 and Conductive Energy Devices (CED), commonly referred to by their brand name, Taser, since 2014. Body-worn cameras and Tasers have proven to enhance officer safety, increase agency accountability, reduce city liability, improve officer performance and professionalism, improve community and media perceptions, and assist in criminal prosecutions and administrative investigations. Both body-worn cameras, Tasers, their accompanying software, accessories, and data storage solutions have reached their recommended years of service and are due to be replaced. The Newark Police Department has identified a technological solution that seamlessly integrates body-worn cameras, Tasers, storage of their associated evidentiary data, and the accompanying evidence storage management software. Axon provides a unique and proprietary Officer Safety Plan (OSP) Premium package that bundles hardware, software, accessories, training, customer support, equipment refreshes, and warranties.

Staff recommends that the City Council, by resolution, approve an agreement with Axon Enterprise, Inc. for the purchase of Axon's Officer Safety Plan 10 Premium hardware, software, and training packages in an amount not to exceed \$1,356,201.70, and amend the 2022-2024 Biennial Budget and Capital Improvement Plan.

BACKGROUND

The Newark Police Department is committed to partnering with our community members and business community to provide the highest level of service based on trust and transparency. Nationwide, events involving police use of force have generated calls for law enforcement officers to wear body-worn cameras and to de-escalate situations through various less than lethal force options. The Newark

Police Department has utilized body-worn cameras since 2013. The Police Executive Research Forum (PERF) conducted research in 2014 on implementing a body-worn camera program. The research showed that body-worn cameras can help promote agency accountability and transparency and can be valuable tools for increasing officer professionalism, improving officer training, preserving evidence, and documenting encounters with the public.

In 2014, the Newark Police Department first deployed Conductive Energy Devices (CED), commonly referred to by their brand name, Taser, to officers in the field. The Police Department has always supplied equipment and services for the Taser program from Taser International (now Axon). Tasers have increased the safety of Police Department staff and the community by providing Newark Police Department with less than lethal options. The Newark Police Department's current inventory of Tasers is at the end of its service life. A United States Department of Justice study conducted by Wake Forest University determined that Tasers are an intermediate force option in dangerous situations that is proven to be safer than other uses of force, including firearms, baton strikes, punches, and kicks. The data indicated only 2 Taser injuries sustained per 1,000 exposures versus 780 baton and punch injuries, and 450 injuries derived from kicks.

A body-worn camera service and evidence storage contract with vendor Viewu reached its end of life in May of 2023. Ten of the currently issued Tasers reached 5 years of service in October of 2023. Twenty of the currently issued Tasers will reach their 5 years of service in October of 2024. Both require safety tools and their associated training equipment and accessories are on the Master Equipment Inventory List for scheduled replacement.

Axon Enterprise, Inc., the City's existing vendor, is a company that develops technology and products for law enforcement, including body-worn cameras, in-car video cameras with automated license plate reader technology, conductive energy devices (CED / Taser), digital evidence storage, and comprehensive digital evidence management software. Axon was chosen as the City's vendor based on several proprietary software and hardware components, such as the ability to trigger a body camera with a Taser deployment, the integration with Newark PD's current Flock Safety Automated License Plate Reader (ALPR) software, and the interoperability with the Alameda County District Attorney's Office using Evidence.com accounts to accept video evidence from agencies within Alameda County. Although not being requested for purchase approval at this time, patrol cars equipped with Axon in-car cameras will also activate when a Taser or firearm is removed from an officer's holster. Grant funds have been awarded and approved for an in-car camera project, which will be presented to the City Council at a future date. Lastly, the Axon software suite provides the community the convenience of submitting photos and videos of an incident directly to the police department through Axon Community, which is a software application within the Evidence.com data management software.

DISCUSSION/ANALYSIS

Newark Police Department staff seeks a technological solution that seamlessly integrates body-worn cameras, tasers, and the storage of their associated evidence. Having a single manufacturer for multiple technologies has the added benefit of providing officers with systems that look and feel similar while integrating with one another. Axon offers a cutting-edge Officer Safety Plan (OSP) Premium package that bundles hardware, software, accessories, training, customer support, equipment refreshes, and warranties. The OSP package includes the following products.

Personal Body-Worn Cameras:

The Newark Police Department currently uses Viewu Solutions personal body-worn cameras. Newark Police Department is the last Viewu Solutions customer, as Viewu Solutions was purchased by Axon immediately after the Newark contract was authorized in 2018. Based on the current stage of their service life, the Viewu camera's battery life performance is waning. Staff is now experiencing issues with battery sufficiency, which in turn causes varying video buffering abilities and delayed initial activation resulting in the potential of not capturing valuable video content. The department tested and viewed product demonstrations from various vendors, but the seamless interoperability with Taser and Axon Evidence outweighed all other vendor capabilities. There is also a body-worn camera software review capability that detects for policy compliance and performance insights to identify areas to improve training.

This contract would supply the Newark Police Department with (64) Axon Body 4 cameras and several on-site spares. The contract will also allow for one upgrade to the camera hardware during the contract's life. This would keep officers supplied with the most up-to-date, highest-resolution personal body cameras for the length of the contract. The OSP 10 package provides equipment refreshes for both body cameras and Tasers, meaning when the included equipment becomes obsolete, Newark Police Department will be provided with new equipment at no additional cost. Currently, Newark Police Department must purchase new products when cameras and Tasers exceed their life expectancy. The package also includes comprehensive hardware and software implementation training for staff.

Conductive Energy Devices (Taser):

The Police Department already uses Axon to supply CEDs (Tasers). The Newark Police Department trains annually on the Taser and requires officers to wear the Taser on the opposite side to their firearm. Tasers upload data into the software, allowing the department the ability to review objective analytics of use. The Taser CED records event logs for every user action, including safety activation and trigger event duration with times and dates. Pulse logs also display an objective pulse-by-pulse record of delivered electrical output. This information is recorded for safety and objective accountability. The logs are accessible through Axon Evidence and can be linked to evidence files and body-worn camera footage to create a comprehensive view of an incident for investigation purposes. This contract would provide 64 technologically updated Tasers for all officers, along with all the cartridges needed for training and duty by the Police Department for the duration of the contract. Additionally, this contract provides for staff training and three virtual reality training simulator units specific to the

new Taser 10 technology.

Digital Evidence Storage and Management:

Currently, the Police Department's Viewu video is uploaded directly to Microsoft Azure, a cloud-based evidence server to which all digital evidence (photo, audio, and video recordings) is uploaded. Axon, the current owner of Viewu Solutions, has announced its separation from Microsoft Azure to Amazon Web Services (AWS) digital storage solution. All data currently stored in Microsoft Azure will no longer be supported by Axon as of August 2024. This contract will allow for the migration of approximately 13 terabytes of stored data to AWS. AWS stores digital evidence by spreading files out across multiple servers in the cloud and are redundant, so if one server fails, the data will automatically be recovered by another server. AWS meets the security standard requirements and compliance certificates set forth by the Information Technology Department, to include Criminal Justice Information Services (CJIS) compliance and network protection.

The Axon contract provides complete access to Evidence.com for all our officers and staff. Evidence.com is a cloud-based evidence storage solution that will integrate all of Axon's technology into one platform for unlimited digital evidence storage. This contract would also provide the opportunity to transfer the Police Department's current 13 Terabytes of digital evidence from the Viewu hosted third party Microsoft Azure servers to Axon Evidence.com AWS for no additional charge. Evidence.com allows officers to download and review the evidence and streamline their daily work. Data/evidence stored on Evidence.com is secure, remotely accessible, and redundantly saved.

The software suite also includes advanced redaction capability, which is rapidly becoming extremely important in the realm of Public Record Act requests. The Newark Police Department Records Unit currently uses Axon Redaction Studio within Axon Evidence.com. This contract would provide a software upgrade, which would allow for significant staff efficiency and time saving while removing sensitive content and protecting necessary privacy rights prior to public records responses. The improved redaction assistance cuts down on staff time by automatically detecting license plates and faces in all videos, instead of a current frame by frame redaction process.

Evidence.com will also be integrated with our Computer Aided Dispatch (CAD) system and provide the ability to share data/evidence quickly and securely with the Alameda County District Attorney's Office. Lastly, the software also includes the ability to allow victims and witnesses in the community to securely submit photos and videos of an incident directly to an officer and through a portal on the police department website.

Overall, Axon will provide the Newark Police Department with a compressive and progressive solution to increase the efficiency and effectiveness of individual officers and the Police Department. This contract and expenditure will attract and retain a workforce of excellence, assist in fostering a safe environment for the community and increase trust and legitimacy. Axon is the only company identified by staff that offers a complete solution with products that seamlessly interact with one another.

The City's Purchasing Ordinance requires a formal bid process for any purchases of \$50,000 or more, with certain allowable exceptions. Pursuant to Newark Municipal Code Section 3.04.080(B)(1), the City is not required to conduct formal bidding when the City's requirement can be met solely by a single patented article or process or provider. Axon was chosen as a sole-source vendor based on several proprietary software and hardware components that seamlessly integrate with each other, such as the ability to trigger a body camera with a Taser deployment, the integration with Newark PD's current Flock Safety Automated License Plate Reader (ALPR) software, and the interoperability with the Alameda County District Attorney's using Evidence.com accounts to accept video evidence from agencies within Alameda County.

FISCAL IMPACT

The first-year cost for this contract totals \$321,709.14, which includes a one-time initial implementation startup and training cost of \$63,086. After the first year, the total recurring cost will be \$258,623.14 per year for four years. The total cost for the five-year contract will be \$1,356,201.70.

Funds for this contract are being appropriated from the Equipment Replacement Fund (701). A budget adjustment of \$321,710 to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 is necessary to fund the first-year cost. Funding for the subsequent years will be included as part of the Biennial Budget process.

REVIEW AND APPROVAL

Prepared by - Jolie Macias, Police Captain
Reviewed by - Jonathan Arguello, Police Chief
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Axon Resolution
OSP10 Contract
OSP 10 Premium Estimate
Axon Sole Source Letter

RESOLUTION NO. XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF AXON'S OFFICER SAFETY 10 PREMIUM'S HARDWARE, SOFTWARE, AND TRAINING PACKAGES IN AN AMOUNT NOT TO EXCEED \$1,356,201.70; AND AUTHORIZING AN AMENDMENT OF THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, the City of Newark has been committed to enhancing technology within the police department that enables staff to provide a higher quality level of service and increased public safety; and

WHEREAS, the Newark Police Department utilizes body-worn cameras to enhance safety, provide documentation, investigate crimes, and provide transparency; and

WHEREAS, the Newark Police Department also uses taser as a non-lethal tool to safely apprehend suspects while protecting the community; and

WHEREAS, the Newark Police Department's body-worn cameras and tasers have exceeded their life expectancy and there have been significant advancements in recent years with taser and body-worn camera technology; and

WHEREAS, Axon Enterprise, Inc. (Axon) offers a technological solution that seamlessly integrates body-worn cameras, in-car cameras, tasers, and the storage of their associated digital evidence; and

WHEREAS, the City desires to enter into an agreement with Axon for the purchase of Axon's Officer Safety Plan 10 Premium's hardware, software, and training packages that will provide a one-stop, integrated solution providing enhanced safety, documentation, and transparency; and

WHEREAS, pursuant to Newark Municipal Code Section 3.04.080(B)(1), the City may dispense with the formal bidding procedure when the City's requirements can be met solely by a single patented article or provider; and

WHEREAS, Axon Enterprise, Inc. is the sole developer and manufacturer of the products sought, and

WHEREAS, as described above in this Resolution, this proposed agreement with Axon Enterprise, Inc. is exempt from formal bidding as a sole-source exemption.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the foregoing recitals are true and correct and are hereby incorporated as though fully set forth herein.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to execute an agreement, in a form approved by City Attorney, with Axon Enterprise, Inc., in the not-to-exceed amount of \$1,356,201.70, for the purchase of Officer Safety Plan 10 Premium.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby amends the 2022-2024 Biennial Budget and Capital Improvement Plan as follows:

	Account	Description	Amount
FR:	701.87.701.8053	Special Police Equipment	\$ 321,710
TO:	701.3000	Unappropriated Fund Balance	\$ 321,710



Master Services and Purchasing Agreement for Agency

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

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions— hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term may be renewed for an additional 5 years upon written agreement ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

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

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

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

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-

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Department: Legal

Version: 19.2

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manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.
- 7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed \$760,000. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
- 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement

terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. 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, Axon Device Warnings, Indemnification, IP Rights, Agency Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12 **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed



by the Parties.

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

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY:

Newark Police Department - CA

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- e. **"Provided Data"** means de-identified, de-personalized, data derived from Agency's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- f. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.



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6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

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

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

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

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13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
- a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use Axon Cloud Serves as a service bureau, or as part of an Agency infrastructure as a service;
 - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
15. **Axon Narrative.** AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
17. **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.
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18. **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.
19. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, Agency Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

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



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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

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



Professional Services Appendix

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

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

System set up and configuration

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

Dock configuration

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

Best practice implementation planning session

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

System Admin and troubleshooting training sessions

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

Axon instructor training (Train the Trainer)

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

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

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

[Implementation document packet](#)

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

Post go-live review

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

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)



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- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and 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 (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

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

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.



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Return of Old Weapons

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

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

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

System set up and configuration (Remote Support)

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

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

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

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

System set up and configuration (Remote Support)

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

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

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

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

10. **Signal Sidearm Installation Service.**

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

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.



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13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER Device Appendix

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

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

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

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



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



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Axon Fleet Appendix

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

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



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6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. **With regard to Axon Body , Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.**
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

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

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



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This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.



Axon Application Programming Interface Appendix

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

1. **Definitions.**

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

2. **Purpose and License.**

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

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

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

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

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

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



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



Advanced User Management Appendix

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

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



Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



Axon Investigate Appendix

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

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

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



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

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

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

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

risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Master Services and Purchasing Agreement for Agency

Schedule 1- Details of the Processing

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



Axon Event Offer Appendix

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

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



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

Q-531965-45400.954KP

Issued: 04/18/2024

Quote Expiration: 05/31/2024

Estimated Contract Start Date: 06/15/2024

Account Number: 328024

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Newark Police Department - CA 37707 Newark Blvd Newark, CA 94560-3727 USA	Newark Police Department - CA 37707 Newark Blvd Newark CA 94560-3727 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Jolie Macias Phone: (510) 578-4921 Email: jolie.macias@newark.org Fax: (510) 790-7277

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,311,214.60
ESTIMATED TOTAL W/ TAX	\$1,356,201.70

Discount Summary

Average Savings Per Year	\$141,253.80
TOTAL SAVINGS	\$706,269.00

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$309,271.72	\$12,437.42	\$321,709.14
May 2025	\$250,485.72	\$8,137.42	\$258,623.14
May 2026	\$250,485.72	\$8,137.42	\$258,623.14
May 2027	\$250,485.72	\$8,137.42	\$258,623.14
May 2028	\$250,485.72	\$8,137.42	\$258,623.14
Total	\$1,311,214.60	\$44,987.10	\$1,356,201.70

Quote Unbundled Price:	\$2,017,483.60
Quote List Price:	\$1,501,579.60
Quote Subtotal:	\$1,311,214.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	64	60	\$486.41	\$352.06	\$320.06	\$1,229,030.40	\$40,687.10	\$1,269,717.50
A la Carte Hardware									
H00001	AB4 Camera Bundle	64			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	8			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
ProLicense	Pro License Bundle	9	60		\$43.40	\$43.33	\$23,398.20	\$0.00	\$23,398.20
A la Carte Services									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$6,786.00	\$6,786.00	\$0.00	\$6,786.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
85055	AXON BODY - PSO - FULL SERVICE	1			\$40,000.00	\$40,000.00	\$40,000.00	\$4,300.00	\$44,300.00
Total							\$1,311,214.60	\$44,987.10	\$1,356,201.70

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	64		05/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2		05/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	71		05/15/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	71		05/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	8		05/15/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	8		05/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	8		05/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100126	AXON VR - TACTICAL BAG	3		05/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	64		05/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100748	AXON VR - CONTROLLER - TASER 10	3		05/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100862	AXON VR - PLACEHOLDER - HANDGUN CONTROLLER	3		05/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	1		05/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1		05/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20296	AXON VR - TABLET	3		05/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20297	AXON VR - TABLET CASE	3		05/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20378	AXON VR - HEADSET - HTC FOCUS 3	3		05/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	128		05/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	64	2	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	64		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	2		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100396	AXON TASER 10 - MAGAZINE - INERT RED	30		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	TASER 10 LIVE CARTRIDGE	1280		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	390		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100401	AXON TASER 10 - CARTRIDGE - INERT	300		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	60		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	4		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	64		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	11		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	2		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	TASER 10 LIVE CARTRIDGE	200		09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	520		09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	TASER 10 LIVE CARTRIDGE	190		09/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	510		09/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100210	AXON VR - TAP REFRESH 1 - TABLET	3		11/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	3		11/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	3		11/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20373	AXON VR - TAP REFRESH 1 - HEADSET	3		11/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73309	AXON BODY - TAP REFRESH 1 - CAMERA	66		11/15/2026

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	8		11/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	TASER 10 LIVE CARTRIDGE	190		09/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	510		09/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	TASER 10 LIVE CARTRIDGE	190		09/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	510		09/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73310	AXON BODY - TAP REFRESH 2 - CAMERA	66		05/15/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	8		05/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	64	06/15/2024	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100590	AXON MY90 - LICENSE	64	06/15/2024	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100801	AXON RECORDS - OSP LICENSE	64	06/15/2024	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101180	AXON TASER - DATA SCIENCE PROGRAM	64	06/15/2024	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101265	AXON RESPOND - FUSUSONE SAAS AND CORE FOR OSP	64	06/15/2024	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	64	06/15/2024	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	1	06/15/2024	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	64	06/15/2024	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	64	06/15/2024	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73618	AXON COMMUNITY REQUEST - LICENSE - PLUS	64	06/15/2024	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73638	AXON STANDARDS - LICENSE	64	06/15/2024	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73680	AXON RESPOND PLUS - LICENSE	64	06/15/2024	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	64	06/15/2024	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	64	06/15/2024	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73739	AXON PERFORMANCE - LICENSE	64	06/15/2024	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	64	06/15/2024	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	64	06/15/2024	06/14/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	27	06/15/2024	06/14/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	9	06/15/2024	06/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	64
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	5
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	64
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80190	AXON EVIDENCE - CHANNEL SERVICES	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	85055	AXON BODY - PSO - FULL SERVICE	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	3	05/15/2025	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100213	AXON VR - EXT WARRANTY - TABLET	3	05/15/2025	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101007	AXON VR - EXT WARRANTY - CONTROLLER	3	05/15/2025	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	3	05/15/2025	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	64	05/15/2025	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	2	05/15/2025	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	8	05/15/2025	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	64	09/15/2025	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	09/15/2025	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	64	09/15/2025	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	2	09/15/2025	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	11	09/15/2025	06/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	09/15/2025	06/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
2	37707 Newark Blvd	Newark	CA	94560-3727	USA
	37707 Newark Blvd	Newark	CA	94560-3727	USA

Payment Details

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12,000.00	\$0.00	\$12,000.00
Upfront	85055	AXON BODY - PSO - FULL SERVICE	1	\$40,000.00	\$4,300.00	\$44,300.00
Upfront	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$6,786.00	\$0.00	\$6,786.00
Upfront	H00001	AB4 Camera Bundle	64	\$0.00	\$0.00	\$0.00
Upfront	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 1	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	64	\$245,806.08	\$8,137.42	\$253,943.50
Year 1	ProLicense	Pro License Bundle	9	\$4,679.64	\$0.00	\$4,679.64
Total				\$309,271.72	\$12,437.42	\$321,709.14

Jun 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	64	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	64	\$245,806.08	\$8,137.42	\$253,943.50
Year 2	ProLicense	Pro License Bundle	9	\$4,679.64	\$0.00	\$4,679.64
Total				\$250,485.72	\$8,137.42	\$258,623.14

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	64	\$245,806.08	\$8,137.42	\$253,943.50
Year 3	ProLicense	Pro License Bundle	9	\$4,679.64	\$0.00	\$4,679.64
Total				\$250,485.72	\$8,137.42	\$258,623.14

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	64	\$245,806.08	\$8,137.42	\$253,943.50
Year 4	ProLicense	Pro License Bundle	9	\$4,679.64	\$0.00	\$4,679.64
Total				\$250,485.72	\$8,137.42	\$258,623.14

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	64	\$245,806.08	\$8,137.42	\$253,943.50
Year 5	ProLicense	Pro License Bundle	9	\$4,679.64	\$0.00	\$4,679.64

May 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$250,485.72	\$8,137.42	\$258,623.14

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

4/18/2024





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4/23/2024

To: *Newark Police Department*

Re: **Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions



TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs



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- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch



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- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
 - TASER 10 Models: 100390, 100391
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for Energy Weapons:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014
 - X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to



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- function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 22175
 - Close Quarter cartridge, 12 degrees, Model 22176
 - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
 - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
 - Inert cartridge, 3.5 degrees, Model 22179
 - Inert cartridge, 12 degrees, Model 22181
- 4. TASER 10 Magazines
 - TASER 10 live duty magazine (black), item number 100393
 - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
 - TASER 10 live training magazine (purple), item number 100395
 - TASER 10 inert training magazine (red), item number 100396
- 5. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
 - TASER 10 live cartridge, item number 100399
 - TASER 10 HALT cartridge, item number 10400
 - TASER 10 inert cartridge, item number 100401
- 6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22188
 - 21-foot Model: 22189
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 22190
- 7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22184
 - 25-foot Model: 22185
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
- 8. Battery Packs for TASER 7 and TASER 10 energy weapons:
 - Tactical battery pack Model 22018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027
- 9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
- 10. Battery Packs for X26P and X2 Energy Weapons:
 - Performance Power Magazine (PPM) Model: 22010



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- Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
- TASER Weapons Dock Core and Multi-bay Module: 74200
 - TASER Weapons Dock Core and Single-bay Module: 74201
 - TASER Weapons Dock Single Bay Dataport: 74208
12. TASER Dataport Download Kits:
- Dataport Download Kit for the X2 and X26P Model: 22013
13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
14. Energy Weapon Holsters:
- Right-hand TASER 10 holster by Safariland Model: 100611
 - Left-hand TASER 10 holster by Safariland Model: 100613
 - Right-hand TASER 10 holster by Blade-Tech Model: 100614
 - Left-hand TASER 10 holster by Blade-Tech Model: 100615
 - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
 - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
 - Ambidextrous TASER 10 holster by So-Tech Model: 100621
 - Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
 - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504
15. Enhanced HALT Suit Model: 100623
16. TASER Simulation Suit II Model 44550
17. TASER 7 conductive target Model: 80087
18. Blue X26P Demonstrator/LASER Pointer Model: 11023



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Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology



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Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational



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awareness

- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period



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- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States



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- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier

- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform



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- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without



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- creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 energy weapon for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance,



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troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash



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- Produce detailed written reports via interactive PDF with embedded video and image content within INPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
 - 4x4 prediction removed
 - 8x8 prediction removed
 - Color coded block types
 - Quantization parameter evaluation
- Offered INPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 4 Cameras:
 - Axon Body 4 Camera Model: 100147
 - Axon Body 4 Flex POV Module Model: 100200



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2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
7. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
8. Universal Helmet Mount Model: 11548
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Body 2 Camera Model: 74001
11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
12. Axon Fleet Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
 - Axon Fleet 3 Dual View Camera: 72000
 - Axon Fleet 3 Interior Camera: 72037
 - Axon Fleet Hub: 72010
13. Axon Signal Unit Model: 70112



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14. Axon Dock Models:

- Axon Body 3 Dock – 8-Bay Model AX1026
- Axon Body 3 Dock – 1-Bay Model AX1027
- Power cord for Axon Body 3 6-Bay and Axon Body 2 6-Bay and 1-Bay Docks Model: 71019
- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Signal Performance Power Magazine (SPPM) Model: 70116



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
 - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Body 2 Camera Mounts:
 - Axon RapidLock Velcro Mount Model: 74054
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018



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- Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
11. Axon Fleet 2 Camera
- Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
12. Axon Signal Unit Model: 70112
13. Axon Dock Models:
- Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2 Model: 11538
 - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
 - Axon Dock – 1-Bay for Axon Body 3 Model: 71104
 - Axon Dock – 8-Bay for Axon Body 3 Model: 74210
 - Axon Dock – Individual Bay for Axon Body 4 Model: 100201
 - Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

TASER 7 Warranties

1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042
3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.



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2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus:** Includes a TASER 10 energy weapon, the TASER 10

¹ Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.



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certification bundle, Axon body camera with Technology Assurance Plan (TAP),¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.

15. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
20. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
21. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.



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Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
President
Axon Enterprise, Inc.

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STAFF REPORT

Item D. 4.

DATE 05/09/2024
TO Honorable Mayor and City Council Members
FROM Art Interiano, Deputy Community Development Director
SUBJECT Adopt a resolution authorizing the City Manager to execute the Third Amendment to the Contractual Services Agreement with Stantec Consulting Inc. to provide additional Professional Environmental Services for Mowry Village Project

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to amend the existing Stantec Consulting Inc. contract to increase the “not-to-exceed” amount by \$140,500 for a total not-to-exceed amount of \$542,072. The scope of services would be revised to include additional environmental services to complete a full Environmental Impact Report.

BACKGROUND

The City is currently reviewing an application submitted by The Mowry Project Owner LLC. The application proposes to build 203 residential units on properties located west of the Silliman Center, a short distance after the railroad tracks (APN 537-850-2, 537-850-1-11 & 537-850-1-13). The area is part of the Area 4 Specific Plan and is zoned Park with a General Plan Low Residential land use designation.

DISCUSSION/ANALYSIS

The Mowry Village project has been under review since 2021. As part of the CEQA review, it was determined that a full Environmental Impact Report (EIR) was needed. The process for the EIR has been ongoing and is nearing the end of the environmental analysis process. During the review of the environmental phase of the project, changes to the original contract with Stantec have been approved to provide the necessary environmental review. On June 10, 2021 the City approved a contract in an amount not to exceed \$169,708 with Stantec Consulting Inc. to perform the necessary initial environmental analysis.

On October 13, 2022, the City approved the first amendment to the original contract which increased the not to exceed amount to \$331,814 for a full Environmental Impact Report (EIR). The City subsequently approved a second amendment that increased the not to exceed contract amount to \$401,572 and included additional requested services, review time for responses to public comments, a draft MMRP, and additional

time for project management.

Staff now recommends that the City Council approve the third amendment (Exhibit A & B) to further increased the not to exceed amount by \$140,500, for Stantec to review a late-stage project change to revise the location of infrastructure to the subdivision. The change in plans is due to the requirements of ACWD and the requirement for a looped water system. The change was not considered as part of the original project and may have impacts on the ongoing CEQA EIR analysis. The project change also impacts City property as it would require a portion of the water loop system to run through City property. In addition to the services for the change in the water line, an additional amount of \$5,500 is also being added to the overall project budget to cover a change of services (Exhibit B) earlier in the project schedule to cover costs related to the DEIR phase of the CEQA analysis. The additional services requested would continue to be part of the Stantec contract for the EIR and will be paid through the reimbursement account with the developer. There are no City costs associated with this amendment.

FISCAL IMPACT

There is no impact to the General Fund. The Stantec contract was established as part of a reimbursement account associated with a project application. The Stantec environmental service contract is fully paid for by the developer and there is no cost to the City.

REVIEW AND APPROVAL

Prepared by - Art Interiano, Deputy Community Development Director

Reviewed by - Steven Turner, Community Development Director

Reviewed by - Krysten Lee, Finance Director

Reviewed by - Kristopher J. Kokotaylo, City Attorney

Approved by - David J. Benoun, City Manager

Attachments

Stantec third amendment resolution

Exhibit A-Change Order 4

Exhibit B- Change Order 2

3rd Contract Agreement Amendment

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY MANAGER TO
EXECUTE THE THIRD AMENDMENT TO THE
CONTRACTUAL SERVICES AGREEMENT WITH STANTEC
CONSULTING SERVICES INC. TO PROVIDE
PROFESSIONAL ENVIRONMENTAL SERVICES

WHEREAS, On June 10, 2021, the City of Newark awarded a Contractual Services Agreement (the “Agreement”) to Stantec Consulting Services Inc. (the “Consultant”) to provide professional environmental services; and

WHEREAS, On October 13, 2022 the City approved the first amendment to the contract services agreement with Stantec increased the not to exceed amount from \$169,708 to \$331,814 for additional services; and

WHEREAS, On October 26, 2023 the City approved the second amendment to the contract services agreement with Stantec increased the not to exceed amount from \$331,814 to \$401,072 for additional services; and

WHEREAS, the City finds that the scope of services described in the Agreement continue to be necessary and desires to amend the Agreement to provide additional funding for the existing scope of services to be provided by the Consultant as listed in **Exhibit A & B**.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute the third amendment to the Contractual Services Agreement with Stantec Consulting Services Inc., in a form approved by the City Attorney, to provide technical environmental review assistance and to increase the not to exceed amount of the Agreement by \$140,500 for a total not to exceed amount of \$542,072.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take all other actions consistent with this Resolution, including any necessary revisions to the scope of work for the Agreement, in a form approved by the City Attorney, that are within the total not to exceed amount of \$542,072.



AUTHORIZATION FOR ADDITIONAL SERVICES

		Date	15 April 2024
"Stantec"	Stantec Consulting Services Inc.	Stantec Project #	Stantec Proj. No. 185705508
		Stantec Pipeline #	825195
	2999 Oak Road, Suite 800, Walnut Creek, CA 94597		
	Ph: (925) 285-6541		
	email: anna.radonich@stantec.com		
Client	City of Newark	Client Project #	N/A.
	337101 Newark Blvd, Newark, CA 94560		
	Ph: (510) 578-4331		
	email: art.interiano@newark.org		
Project Name and Location:	Mowry Village Project	Change Order #	Change Order No. 4

This is authorization for Stantec to perform additional services on the project as noted above.

A. Stantec agrees to perform the following additional service(s):

Stantec Consulting Services Inc. (Stantec) is providing the following scope of work for continued support and preparation of the Partially Recirculated Environmental Impact Report (EIR) for the Mowry Village Project (Project).

The Mowry Village Project EIR (2023 EIR) (State Clearinghouse No. 2021110436) Draft EIR was previously circulated from August 2, 2023 to September 18, 2023, and has yet to be certified by the Newark Planning Commission. The City has elected to update the 2023 EIR in response to a revised Project design dated March 27, 2024, presented by the Applicant's Team (Integral) to the City, and presented to Stantec by the City on April 5, 2024, in response to Alameda County Water District comments on the DEIR. As per State California Environmental Quality Act (CEQA) Guidelines Section 15088.5, a lead agency is required to recirculate an EIR when significant new information is added to the EIR, or when recirculation occurs after giving public notice of the availability of the Draft EIR for public review and before certification of the EIR.

Stantec's existing scope of work is outlined in the fully executed June 10, 2021 executed agreement between Stantec and the City (contract value: \$169,708), Change Order 1 executed on November 1, 2022 (additional budget: \$162,106), Change Order 2 executed on August 9, 2023 (additional budget: \$5,500), and Change Order 3 executed on November 14, 2023 (additional budget: \$69,758), for a total contract budget of \$407,072. Under this proposed Change Order 4, Stantec is requesting an additional \$135,000 to prepare the Final EIR and Response to Comments Document (FEIR/RTC), including two rounds of review by City staff and general project management associated with preparation of the FEIR/RTC document and to also prepare the Partially Recirculated EIR (REIR), including two rounds of review by City staff and general project management associated with preparation of the REIR document. Upon execution of this proposed \$135,000 Change Order 4, the total Mowry Village Project contract value would be \$542,072.

Scope of Work – FEIR/RTC

Task 300.001: Response to Comments and Administrative Final EIR (\$25,000 budget augment request)

As outlined in executed Change Order 1 and Change Order 3, working with City Staff, Stantec is preparing the Admin Draft Final EIR/RTC document for the Project. Stantec is preparing written responses to comments received on the Draft EIR and is scheduled to submit them for review by City staff, on March 28, 2024. The responses to comments are being prepared in accordance with CEQA Guidelines and the City's CEQA implementing procedures and will be submitted to the City in the form of an Administrative FEIR/RTC. As contracted, throughout the process, Stantec has conferred with City Staff and the Applicant Team to review written comments on the Draft EIR and comments from public meetings and hearings to develop a general framework and strategies for preparing responses. As outlined in Change Order 1, responses within Stantec's scope of work and budget consist of explanation, elaboration, or clarification of the data contained in the Draft EIR. Stantec's Change Order 1 assumed Stantec staff time to address up to 100 individual comments and Change Order 3 assumed Stantec staff time to address up to a total of 260 individual comments received on the Project and assumed assistance from the Applicant's consultants to respond to technical

questions, and comments on their respective work products, or if new analysis is required. To date, approximately 711 individual comments were received on the Project, resulting in approximately 461 more individual comments than accounted for in Change Order 1 and Change Order 3. Additionally, Stantec attended over a dozen additional Project meetings with the City and/or Applicant trying to identify accurate responses to engineering and Applicant responses to the RTC. Through that process it was identified that the Project needed to be redesigned to accommodate and address concerns. As such, at the City's request, Stantec is addressing all approximately 711 individual comments and incorporating responses into the Administrative Draft FEIR/RTC on March 28, 2024. This \$25,000 budget augment request accounts for Stantec staff time to address the additional approximately 461 individual comments received on the Project and not accounted for in Change Order 1 or Change Order 3.

Deliverable

- Administrative Draft FEIR/RTC including response to comments (electronic)

Scope of Work – Partially Recirculated Draft EIR

On March 27, 2024, the Applicant's Team (Integral) presented a revised Project design to the City, and the City presented the revised Project design to Stantec on April 5, 2024, in response to Alameda County Water District comments on the DEIR. We will revise sections of the Draft EIR for recirculation to address the revised Project design. As such, the following sections are being revised and will be recirculated:

- Project Description
- Air Quality
- Biological Resources
- Cultural Resources
- Greenhouse Gases
- Hydrology
- Noise
- Utilities

Under this Change Order 4 request, the following tasks are required to support preparation of the Partially Recirculated Draft EIR, beyond the proposed scope of work presented in Change Order 3:

- Coordination calls and emails and weekly project meeting attendance
- Technical revisions to the recirculated sections

New Task 400.001: Administrative Draft REIR (\$20,000 budget augment request)

Project Description

Stantec will update the 2023 EIR project description to reflect the Applicant's revised Project design, using the updated Application Package approved by the City. It is assumed Stantec is not preparing any of the technical studies and/or modeling for the Project and that all studies needed for the REIR analysis will be provided by the City and/or Applicant and Stantec's peer-review of those studies and/or modeling is not required.

Administrative Draft REIR

Stantec will prepare the Partially Recirculated EIR (REIR) with a focus on Air Quality, Biological Resources, Cultural Resources, Greenhouse Gases, Hydrology, Noise, and Utilities. Stantec will preparing the Administrative Draft REIR consistent with the requirements of CEQA, relevant case law, and direction from planning department environmental review staff. The Administrative Draft REIR will include the following sections:

Project Description. The 2023 EIR Project Description with minor updates per the Applicant's revised Project design. Intended uses of the Partially Recirculated EIR (as required by CEQA Guidelines Section 15124(d)) will be provided, including a list of responsible and other agencies expected to use the Partially Recirculated EIR for decision making, and a list of approvals for which the Partially Recirculated EIR will be used.

Air Quality and Greenhouse Gases. The Project would result in construction-related and operations-related emissions of air pollutants and GHGs. Stantec will prepare the air quality and greenhouse gases sections of the CEQA document using the Air Quality and Greenhouse Gas modeling provided by the City and/or Applicant. The CEQA document will summarize the findings of the Air Quality and Greenhouse Gas modeling, including the potential for any significant direct, indirect, and cumulative impacts on air quality, and associated mitigation measures. The sections will be closely coordinated with the project description to ensure the Project and associated environmental effects are consistently characterized.

Biological Resources. Stantec will prepare the biological resources section of the CEQA document summarizing the findings of the biological resources assessment provided by the City and/or Applicant. Stantec assumes that no wetlands are present on the site.

Cultural Resources. The Project would involve ground-disturbing activities that may have the potential to encounter undiscovered cultural resources (e.g., artifacts, fossils, burial sites, etc.). Stantec will prepare the cultural resources section of the CEQA document using the cultural resources technical memorandum provided by the City and/or Applicant. Stantec understands that the City will initiate AB 52 consultation and provide the results to Stantec to include in the CEQA document.

Hydrology/Hydrologic and Water Quality. The Project would include construction and operational activities that may have potential water quality and drainage impacts. Stantec will evaluate the hydrologic and water quality conditions of the Project site based on the hydraulic calculations and water supply assessment provided by the City and evaluate potential impacts that may occur from the Project. In addition, existing site drainage and proposed modifications, if any, will be reviewed as part of the water quality evaluation under CEQA. Short-term construction impacts potentially posed by construction activity are expected to be less than significant or to be fully mitigated by adherence to applicable stormwater pollution prevention guidelines promulgated by the state and the RWQCB.

Noise. The Project would result in additional traffic-related noise and additional stationary noise. Accordingly, the Project would have the potential to create noise and vibration impacts that could adversely affect surrounding land uses. Stantec will prepare the noise section of CEQA document using the noise modeling provided by the City and/or Applicant.

Utilities and Service Systems. This section of the EIR will address potential effects related to the availability and capacity of utilities and services. Utilities and services that will be addressed include sewer service, water service, and solid waste collection and disposal. This section will discuss whether any of these services or facilities is below adopted standards, or near or beyond their capacity to adequately serve the Project. Stantec will utilize the water supply assessment and will serve letters provided by the City. The baseline data developed for the existing uses in the water supply assessment will inform the discussion of impacts.

Stantec assumes the Partially Recirculated EIR will not identify a new significant unavoidable impact necessitating the need for a revised alternative analysis. As such, alternatives are not included in this scope of work. However, in the event a new significant impact is identified, Stantec, working with the City, will determine the need to update the Project alternatives. If warranted, a supplemental scope of work will be provided, at that time.

Assumptions

- With exception to the scope of work outlined above, no other modifications to the scope of work outlined in Change Order 3 will apply.
- No additional technical studies/modeling other than the ones identified above, will be required.
- Stantec assumes the Partially Recirculated EIR will not identify a new significant unavoidable impact necessitating the need for a revised alternative analysis. As such, alternatives are not included in this scope of work. However, in the event a new significant impact is identified, Stantec, working with the City, will determine the need to update the Project alternatives; a supplemental scope of work will be provided, if needed.
- Stantec assumes the technical study analyses prepared by the subconsultants are based on the scopes of work reviewed by the City independently of Stantec's CEQA scope of work and have been deemed by the City as appropriate for use in the CEQA analysis.

Deliverable

- Administrative Draft REIR (electronic)

New Task 400.002: Screencheck and Public REIR (\$15,000 budget augment request)**Screencheck and Public EIR**

Stantec will respond to one round of City comments (and, if appropriate, the Applicant's comments provided to the City) on the Administrative Draft REIR. To incorporate responses to these review comments into the Screencheck REIR, we will:

- Coordinate with the City staff who will assemble comments on, and suggested revisions to, the Administrative Draft EIR. One set of unified City staff comments will be provided to Stantec for the Administrative Draft REIR review. The City will reconcile conflicting review comments, if needed, among City staff before giving the comments to Stantec.
- Complete one set of revisions to the Administrative Draft REIR, pursuant to review comments and in conformance with the scope of work.

Stantec will then prepare and reproduce a Screencheck Draft REIR for submittal to the City for review prior to distribution to the public. Stantec will then prepare the Draft REIR in a manner that is ready to be published for public review. Once the Draft REIR is deemed acceptable for public distribution, Stantec will upload the electronic copies to the State Clearinghouse CEQA portal in coordination with the City. Stantec will provide an electronic copy to the City for distribution and web posting. Hard copies of the Public REIR would be provided upon request, up to three copies (with appendices on flashdrive).

Stantec assumes that the City will provide one set of consolidated comments on the review of the Administrative Draft REIR and the review of the Screencheck REIR.

Deliverable

- Screencheck REIR (electronic)
- Public REIR (electronic, electronic submittal to State Clearinghouse)

New Task 400.003: Response to Comments and Administrative Final REIR (\$15,000 budget augment request)**Administrative Final REIR**

After the close of the 45-day public comment period, Stantec will prepare written responses to comments received on the Draft REIR and submit them for review by City staff. The responses to comments will be prepared based on the CEQA Guidelines and the City's CEQA implementing procedures and will be submitted to the City in the form of an Administrative Final REIR. To implement this process, the following steps are proposed:

- City staff will compile and transmit to Stantec all written comments on the Draft REIR.
- Stantec will confer with City staff and the Applicant (if approved by the City) to review up to 100 individual (not comment letter) written comments on the Draft REIR and comments from public meetings and hearings to develop a general framework and strategies for preparing responses. The format of the Final REIR will be as an attachment of responses to comments to the text of the Draft REIR.
- Stantec will submit the Administrative Final REIR and the Administrative Draft MMRP (as detailed below in Task 400.004) for City staff review. Responses within this proposal's scope of work and budget will consist of explanation, elaboration, or clarification of the data contained in the Draft REIR with Stantec staff time to address up to 100 individual comments in this task. Stantec will communicate to the City if assistance is needed from the Applicant's consultants to respond to technical questions, and comments on their respective work products, or if new analysis is required.
- The Final REIR will also include responses to comments received on the 2023 EIR. City comments provided on the Administrative Final EIR (Task 300.001) will be addressed in the Administrative Final REIR.

Deliverable

- Administrative Final REIR including response to comments (electronic)

New Task 400.004: Final EIR, MMRP, Noticing, and Findings of Fact (\$35,000 budget augment request)**Screencheck Final REIR and Final REIR**

Stantec will revise the Administrative Final REIR by incorporating written responses to comments received from City staff and, if appropriate, the Applicant, yielding a Screencheck Final REIR and then the Final REIR review. One set of unified comments incorporating all City staff comments on the Draft and Screencheck Final REIRs will be provided to Stantec. The Final REIR shall comprise the Draft FEIR, comments on the Draft REIR, and responses to all comments on the Draft REIR, including any necessary changes to the Draft REIR text. Submittal of the Final REIR shall be accompanied by submittal of the Final MMRP, as outlined below. Stantec will present the Final REIR and MMRP to the Planning Commission and City Council for certification at a public hearing.

Deliverable

- Screencheck Final REIR including response to comments (electronic)
- Final REIR including response to comments (electronic, electronic submittal to State Clearinghouse)

Mitigation Monitoring and Reporting Program

Stantec will prepare the MMRP required by Public Resources Code Section 21081.6, as mandated by AB 3180, for adoption at the time of the CEQA findings. Stantec will prepare an Administrative Draft MMRP in accordance with the CEQA Guidelines and the City's CEQA implementing procedures. The Administrative Draft MMRP will be prepared concurrently with preparation of the Public Draft EIR. The MMRP will be designed to ensure compliance with mitigation measures required during project implementation.

The MMRP will be designed to fit into the City's existing entitlement and project review process; the City will provide the format. Stantec will coordinate with City staff to refine MMRP content and format prior to preparing the Public Draft MMRP. The MMRP will include, but not be limited to, the following:

- Mitigation measures.
- Mitigation measures to be monitored with specific mitigation performance standards.
- Monitoring requirements.
- Type of monitoring program or activity necessary to monitor each specific mitigation measure, with monitoring time frame.
- Person/agency responsible for implementing mitigation measures and/or monitoring measures.
- Assignment of roles and responsibility, with the general qualifications that will be required of individuals or organizations necessary to implement each specific mitigation or monitoring activity.
- Timing and/or frequency of monitoring measures.
- Specific review or inspection schedule for each measure.
- Person/agency responsible for ensuring compliance with mitigation requirements and monitoring and reporting program.

After review and comment on the Administrative Draft MMRP, Stantec will revise the MMRP in accordance with the comments provided and will submit the Draft MMRP along with the Draft EIR. After public review and comment on the Draft EIR, Stantec will revise the MMRP in accordance with the comments provided and will submit the Final MMRP with the Final EIR. Hard copies of the Final EIR would be provided upon request, up to three copies (with appendices on flashdrive).

Deliverable

- Screencheck Draft Final REIR (electronic)
- Final REIR (electronic for City website and electronic submittal to State Clearinghouse)
- Administrative Draft MMRP (electronic)
- Draft MMRP (electronic)
- Final MMRP (electronic)

Noticing

Stantec will prepare all CEQA-required notices in compliance with state legislation and guidelines. This task includes the preparation of the Notice of Availability (NOA) and the Notice of Completion (NOC) for the Final EIR. This task includes completing the NOA form but assumes the City will be responsible for preparation of the associated mailings and newspaper notices, electronic files for City printing, envelope stuffing, and distribution. Stantec will prepare the NOC in compliance with the CEQA Guidelines and submit the draft notices for City staff review; if necessary, Stantec will revise the draft notices based on staff comments. Stantec will file one copy of the NOC with the State Clearinghouse at the time of Final EIR publication.

Stantec assumes the City will prepare the Notice of Determination (NOD) and that the City will file the NOD with the County Clerk within five business days of EIR certification. The purpose of the NOD filing is to limit the legal challenge period to 30 days. If an NOD is not filed within five business days of certification, the legal challenge period is 180 days. The NOD filing also requires payment of a filing fee, which Stantec assumes will be paid by the Applicant.

Findings of Fact

Based on the City's September 20, 2023 email communication, Stantec assumes the City will prepare written findings for each significant effect identified in the EIR as a separate document, pursuant to CEQA Guidelines Section 15091. Stantec may prepare a Findings of Fact under a separate scope if applicable and requested by the City.

Statement of Overriding Considerations

Based on the City's September 20, 2023 email communication, Stantec assumes the City will prepare the Statement of Overriding Considerations, pursuant to CEQA Guidelines Section 15093. Stantec may prepare a Statement of Overriding Considerations under a separate scope if applicable and requested by the City.

Deliverables

- Stantec to upload NOA and NOC to State Clearinghouse, as required (electronic)
- City to be responsible for filing all required forms with County Clerk

New Task 400.005: Project Management and Meetings (\$20,000 budget augment request)

Stantec's Change Order 3 assumed Stantec would provide Project Management support to the Project through January 29, 2024. At City Staff's request, Stantec will continue to provide Project Management support on the Project through February 4, 2025 (current estimated date of Project completion, less attendance at Project public hearings, per Project schedule dated April 9, 2024). Members of Stantec's Project Management Team will attend up to 20 Project bi-weekly check-in meetings and up to three public hearing meetings (likely one Planning Commission and two City Council). Regular email communications and status updates involving the Stantec Project Manager and City staff, either by virtual conference call or email, are anticipated throughout the duration of the Project's 40 weeks (approximately February 4, 2025). This task also consists of the ongoing management activities that ensure Stantec's ability to keep the project running smoothly on time, and within budget, as outlined in the original contract. With exception of the up to three in-person public hearing meetings, it is assumed all other Project meetings, Project check-ins, and document review meetings will be virtual.

Staff Reports and Presentations

This task assumes Stantec will present at up to three public hearings (likely one Planning Commission and two City Council) but assumes the City will be responsible for preparing all staff reports and presentations with exception of a

CEQA slide deck for presentation at the three public hearings, similar to the CEQA slid deck presented at the August 22, 2023 Planning Commission meeting.

New Task 400.006: Contingency Budget (\$5,000 budget augment request)

At the City's request, Stantec is including a \$5,000 contingency budget to account for additional efforts on the Project, unforeseen at this time, as they may related to the CEQA process. Examples of additional efforts may include, but are not limited to, attendance at additional Project check-in meetings not outlined in Task 400.005, above; response to additional comments received on the Draft EIR not outlined in Task 300.001, above, or on the Draft REIR not outlined in Task 400.003, above; additional correspondence with Applicant Team to address City Staff comments on the Administrative Draft FEIR/RTC when preparing the Screencheck FEIR/RTC as outlined in Task 300.002, above; etc.

Direct Expense (no budget augment request)

Stantec's Change Order 3 assumed a \$1,500 direct expense. Stantec is not proposing a modification to Task 300.004 budget at this time.

- B. Client agrees to compensate Stantec for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below:

The time and materials fee for providing the additional scope of work described herein is **\$135,000**.

The proposed cost budget is presented below and compares the existing contracted budget to the proposed budget augment for the scope of work presented herein, by task.

Task	Original Contracted Budget (under Change Order 3 executed November 14, 2023)	Proposed Budget Augment per Scope of Work Included Herein (April 15, 2024)	Resulting Contracted Budget (by Task)
Task 300.001: Administrative Final EIR and Response to Comments, and Draft MMRP	\$37,240	\$25,000	\$62,240
New Task 400.001: Administrative Draft REIR	\$0	\$20,000	\$20,000
New Task 400.002: Screencheck and Public REIR	\$0	\$15,000	\$15,000
New Task 400.003: RTC and Administrative Final REIR	\$0	\$35,000	\$35,000
New Task 400.004: Final EIR, MMRP, Noticing, FOF	\$0	\$15,000	\$15,000
New Task 400.005: Project Management and Meetings	\$0	\$20,000	\$20,000
New Task 400.005: Contingency	\$0	\$5,000	\$5,000
Labor Total	\$68,258	\$135,000	\$172,240
Direct Costs	\$1,500	\$0	\$1,500
Total Budget	\$69,758	\$135,000	\$173,740

Note that Stantec's \$135,000 fee does not include any additional City of Newark staff administrative fees that may be applicable to the Applicant. This change order does not account for any scope or fees associated with an appeal should the Project be appealed following the second public hearing outlined in the original Project contract executed June 10, 2021.

Below is a summary of the original contract budget, Change Order 1 budget, Change Order 2 budget, and Change Order 3 budget, all fully executed, as well as this proposed Change Order 4 budget.

Contract	Contract Execution Date	Contract Amount
Original Mowry Village Project Contract	June 10, 2021	\$169,708
Change Order 1	November 1, 2022	\$162,106
Change Order 2	August 9, 2023	\$5,500
Change Order 3	November 14, 2023	\$69,758
Existing Total Contract Budget		\$407,072
<i>Proposed Change Order 4 (April 15, 2024)</i>		<i>\$135,000</i>
Total Contract Budget		\$542,072

C. All other terms and conditions of the original agreement shall remain in full force and effect.

Effect on Schedule: Stantec is available to begin work described herein immediately upon execution of this change order. Stantec will maintain a detailed working Project schedule with the City and shared with the Project Sponsor at each Project check-in meeting and will use the attached April 9, 2024 working project schedule as a base, as shared with the City on April 9, 2024.

As we are all aware, we are all working in unprecedented times as a result of the COVID-19 pandemic. The situation is a very fluid one. Our proposal is based on what we understand as of today but may change as conditions change. We would be pleased to have a further discussion with you to share our respective plans and efforts to help manage and mitigate the impact of this evolving situation on your contract.

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

Stantec Consulting Services Inc.**City of Newark**

Print Name and Title

Signature _____

Date Signed: _____

Print Name and Title

Signature _____

Date Signed: _____

Print Name and Title

Signature _____

Date Signed: _____

Print Name and Title

Signature _____

Date Signed: _____

Attachment 1: April 9, 2024 Working Project Schedule

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Notes													2023	
									Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
1			PARTIALLY RECIRCULATED EIR - MOWRY VILLAGE	193 days	Mon 4/15/24	Tue 2/4/25																
2	 		Updated Project Application submitted by Applicant, reviewed by City, and approved.	35 days	Mon 4/15/24	Mon 6/3/24		Project redesigned to account for loop line.														
3			Stantec prepares REIR project description	5 days	Tue 6/4/24	Mon 6/10/24	2	PD prepared based on City approved application package/plans.														
4			City reviews REIR project description	5 days	Tue 6/11/24	Mon 6/17/24	3															
5			Stantec finalizes REIR project description	2 days	Tue 6/18/24	Wed 6/19/24	4															
6			Partially Recirculated EIR (REIR)	159 days	Mon 6/3/24	Tue 2/4/25		REIR includes upfront EIR text, PD, air quality, GHG, bio, cultural, hydrology, noise, and utilities. We anticipate specific questions in these sections, not necessarily the entire resource section.														
7	 		Stantec prepares Admin Draft REIR and Applicant updates technical studies	50 days	Mon 6/3/24	Tue 8/13/24		Tech studies and air/noise modeling updated to account for project redesign. Assumes applicant tech studies are available for use in REIR two weeks prior to submission of Admin Draft REIR to City.														
8			City reviews Admin Draft REIR	15 days	Wed 8/14/24	Wed 9/4/24	7															
9			Stantec City comments on Admin Draft REIR and prepares Screencheck REIR	10 days	Thu 9/5/24	Wed 9/18/24	8															
10			City reviews Screencheck REIR	10 days	Thu 9/19/24	Wed 10/2/24	9															
11			Stantec Prepares Printcheck REIR	5 days	Thu 10/3/24	Wed 10/9/24	10															
12			Workshop to Review and Finalize Recirculated DEIR	1 day	Thu 10/10/24	Thu 10/10/24	11															
13			Stantec Prepares Recirculated DEIR for Publication	4 days	Mon 10/14/24	Thu 10/17/24	12															
14			Partially Recirculated DEIR Published for 45-day Review	46 edays	Thu 10/17/24	Mon 12/2/24	13															
15	 		Planning Commission	1 day	Thu 11/7/24	Thu 11/7/24	14SF+15 days	Should take place in middle of circulation period. Date to be confirmed.														
16			Public Comment Period Closes	1 day	Mon 12/2/24	Mon 12/2/24	14FF															
17			Stantec Prepares Admin Draft RTC	20 days	Tue 12/3/24	Mon 1/13/25	16	Applicant consultant is responsible for providing responses to applicant-provided information.														
18			RTC approach meeting	1 day	Thu 12/5/24	Thu 12/5/24	16FF+3 days															
19			City reviews Admin Draft RTC	15 days	Fri 12/6/24	Thu 1/9/25	18															
Project: Mowry Village Project, Partially Recircualted EIR - PRELIMINARY Schedule Date: Tue 4/9/24			Task		Inactive Task		Manual Summary Rollup		External Milestone													
			Split		Inactive Milestone		Manual Summary		Deadline													
			Milestone		Inactive Summary		Start-only		Progress													
			Summary		Manual Task		Finish-only		Manual Progress													
			Project Summary		Duration-only		External Tasks															
Page 1																						

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Notes													2023		
									Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb			
20			Stantec prepares Screencheck RTC	10 days	Fri 12/13/24	Thu 1/9/25	19FF																
21			City reviews Screencheck RTC	10 days	Fri 1/10/25	Fri 1/24/25	20																
22			Stantec Prepares RTC for Publication	5 days	Mon 1/27/25	Fri 1/31/25	21																
23			Stantec Publishes RTC	1 day	Mon 2/3/25	Mon 2/3/25	22																
24			Certification Hearing	1 day	Tue 2/4/25	Tue 2/4/25	23	TBD															

Project: Mowry Village Project, Partially Recircualted EIR - PRELIMINARY Scheduling
Date: Tue 4/9/24

Task



Inactive Task



Manual Summary Rollup



External Milestone



Split



Inactive Milestone



Manual Summary



Deadline



Milestone



Inactive Summary



Start-only



Progress



Summary



Manual Task



Finish-only



Manual Progress



Project Summary



Duration-only



External Tasks



- 2 Updated Project Application submitted by Applicant, reviewed by City, and approved.**
Project redesigned to account for loop line.
- 3 Stantec prepares REIR project description**
PD prepared based on City approved application package/plans.
- 6 Partially Recirculated EIR (REIR)**
REIR includes upfront EIR text, PD, air quality, GHG, bio, cultural, hydrology, noise, and utilities. We anticipate specific questions in these sections, not necessarily the entire resource section.
- 7 Stantec prepares Admin Draft REIR and Applicant updates technical studies**
Tech studies and air/noise modeling updated to account for project redesign. Assumes applicant tech studies are available for use in REIR two weeks prior to submission of Admin Draft REIR to City.
- 15 Planning Commission**
Should take place in middle of circulation period. Date to be confirmed.
- 17 Stantec Prepares Admin Draft RTC**
Applicant consultant is responsible for providing responses to applicant-provided information.
- 24 Certification Hearing**
TBD



AUTHORIZATION FOR ADDITIONAL SERVICES

		Date	3 August 2023
"Stantec"	Stantec Consulting Services Inc.	Stantec Project #	Stantec Proj. No. 185705508
		Stantec Pipeline #	825195
	1340 Treat Blvd, Suite 300, Walnut Creek, CA 94597		
	Ph: (925) 285-6541		
	email: anna.radonich@stantec.com		
Client	City of Newark, Art Interiano	Client Project #	N/A.
	37101 Newark Blvd, Newark, CA 94560		
	Ph: (510) 578-4331		
	email: art.interiano@newark.org		
Project Name and Location:	Mowry Village Project	Change Order #	Change Order No. 2

This is authorization for Stantec to perform additional services on the project as noted above.

A. Stantec agrees to perform the following additional service(s):

Based on direction from City Staff, we have developed the following scope of work to prepare the Staff Report and Presentation of the Draft Environmental Impact Report (DEIR) for the Mowry Village Project (Project) located on Mowry Avenue in Newark, California, to the Newark Planning Commission anticipated to take place on August 22, 2023. This Change Order 2 is in addition to the scope of work outlined in Change Order 1 executed on November 1, 2022 and in addition to the original Project contract executed on June 10, 2021.

DEIR Planning Commission Staff Report

Stantec will prepare the Project draft Staff Report for City review, using the City of Redwood City 1125 Arguello Mixed-Use Development Project as a guide for information to be included in the Project draft Staff Report. It is anticipated the Staff Report will be presented to the public and Newark Planning Commission at the August 22, 2023 Newark Planning Commission meeting. Stantec will address one round of City comments on the draft Staff Report, assumed to take no more than two hours to address. As requested by City Staff, Stantec will submit the draft Staff Report to the City by August 10, 2023. **Stantec can prepare the DEIR Planning Commission Staff Report for a fee of \$4,000.**

DEIR Planning Commission Presentation

Stantec will prepare the Project draft Planning Commission Presentation slide deck for City review. It is anticipated the Presentation will be presented to the public and Newark Planning Commission at the August 22, 2023 Newark Planning Commission meeting. Stantec will address one round of City comments on the draft Presentation, assumed to take no more than one hour to address. As requested by City Staff, Stantec will submit the draft Presentation to the City for review by August 10, 2023. Stantec understands that City Staff and Stantec will jointly present the Project (Stantec will present the California Environmental Quality Act [CEQA] / DEIR slides) during the August 22, 2023 Planning Commission meeting. **Stantec can prepare the DEIR Planning Commission Presentation for a fee of \$1,500.**

B. Client agrees to compensate Stantec for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below:

The time and materials fee for providing the additional scope of work described herein is **\$5,500**. Stantec is not requesting additional budget be added to the total contract value at this time. Rather, Stantec is requesting authorization to charge up to \$5,500 to existing Task 5: Administrative Draft Final EIR, to perform the scope of work outlined herein.

C. All other terms and conditions of the original agreement shall remain in full force and effect.

Effect on Schedule: Stantec is available to begin work described herein immediately upon execution of this change order. By signing below, the City is also agreeing to extend Stantec's existing contract out to August 31, 2023 to cover the scope of services outlined herein, as well as Stantec's attendance at the August 22, 2023 Planning Commission meeting.

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

Stantec Consulting Services Inc.**City of Newark,**

Print Name and Title

Signature _____

Date Signed: _____

Print Name and Title

Signature _____

Date Signed: _____

**THIRD AMENDMENT TO THE CONTRACTUAL
SERVICES AGREEMENT BETWEEN THE CITY OF
NEWARK AND STANTEC CONSULTING
SERVICES, INC.**

This Third Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City"), and Stantec Consulting Services, Inc. a Type "C" Corporation ("Consultant") (collectively the "Parties") dated June 10, 2021 (the "Agreement"), is entered into as of _____, 2024 for professional environmental services.

RECITALS

WHEREAS, the Parties executed the Agreement for the provision of professional environmental services to provide technical assistance by individuals possessing experience consistent with minimum qualifications provided by the City; and

WHEREAS, the Parties previously executed the First Amendment to the Agreement on October 13, 2022; and

WHEREAS, the Parties previously executed the Second Amendment to the Agreement on October 26, 2023; and

WHEREAS, Section 27, Modifications, of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the Parties desire to amend the Agreement, as previously modified by the Second Amendment, to increase the "Not-to-Exceed" compensation amount by \$140,500 for a total not to exceed amount of \$542,072 (from a previous not to exceed amount of \$401,572); and

WHEREAS, City staff is authorized to execute this Amendment in a form approved by the City Attorney.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3. A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by \$140,500, for a total not to exceed the amount of \$542,072 (from a previous not to exceed amount of \$401,572).
2. The Agreement's Exhibit A & B (Scope, Services and Schedule) is amended as outlined in the new Scope of Work, attached hereto and incorporated herein by reference.
3. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

City of Newark

Consultant

David J. Benoun
City Manager

Name
[Consultant]

Dated: _____

Dated: _____

Attest:

Sheila Harrington
City Clerk

Approved as to Form:

Kristopher J. Kokotaylo
City Attorney



STAFF REPORT

Item D. 5.

DATE 05/09/2024
TO Honorable Mayor and City Council Members
FROM Roya Gonzalez, Senior Management Analyst
SUBJECT Adopt a resolution authorizing the acceptance of the State of California grants for the Old Town PDA Road Diet and Complete Street Improvement Project in the amount of \$1,000,000 and for the Newark Resource Center Improvement Project in the amount of \$1,000,000 and amend the 2022-2024 Biennial Budget and Capital Improvement Plan

SUMMARY AND RECOMMENDATION

City staff submitted requests to Assemblymember Alex Lee's office, asking the Assemblymember to undertake legislative efforts to fund high priority projects within the City. As a result of the request and as a result of Assemblymember Lee's efforts, the State legislature approved funding for the Old Town PDA Road Diet and Newark Resource Center Project totaling \$2 million in grants. Staff recommends that the City Council, by resolution, authorize the City to accept the State of California grants for the Old Town PDA Road Diet through the California Department of Transportation and for the Newark Resource Center through the California Natural Resources Agency and also amend the 2022-2024 Biennial Budget and Capital Improvement Plan.

BACKGROUND

In March 2023, Assemblymember Lee began leading legislative efforts to secure funding for high priority projects that would address citywide service needs. Among the list of projects requested were the Old Town PDA Road Diet and the Newark Resource Center projects. As a result of the efforts of City staff and Assemblymember Lee, the City of Newark was selected to receive \$2 million for improvements in accordance with State Administrative Manual Section 8002.1 and Assembly Bill (AB) 102, Amendment to the 2023 California Budget Act. Below is the intended use of funds.

- **Old Town PDA Road Diet:** The requested amount will improve access, safety, and connections for pedestrians, bicyclists, and transit users, while also serving as a catalyst for private investment in buildings and uses within the Old Town PDA. The project reduces the number of travel lanes and left-turn pockets on Thornton Avenue between Olive Street and Ash Street, freeing up space for wider sidewalks and bicycle lanes. Additional safety and connectivity improvements include new high visibility crosswalks, curb extensions, bus stop amenities and landscaping to

improve the convenience and comfort of alternative travel modes.

- **Newark Resource Center:** The requested amount would be applied to the capital costs associated with modification of the building based on programming needs. This includes bathroom renovations, roof repairs, interior building modifications, landscaping in both front and back, playground equipment, pavement construction for additional parking, and security lighting, among others. The City's first resource center will serve as an entry point for social services in the Newark community. Planned use includes contract services with various health and social service providers and, when not in use by City programs, will be made available for local non-profits.

DISCUSSION/ANALYSIS

The funding for the City of Newark to receive \$2 million from the State of California for the Old Town PDA Road Diet and the Newark Resource Center Project was adopted in July 2023 in accordance with State Administration Section 8002.1 and Assembly Bill (AB) 102, Amendment to the 2023 California Budget Act.

Upon acceptance of the funds by the City of Newark, the State of California will work through both the California Department of Transportation (Old Town PDA Road Diet) and California Natural Resources Agency (Newark Resource Center) to disburse funds.

Old Town PDA Road Diet - At the end of 2023, the City contracted with CSW|ST2 to support the City with public outreach efforts, provide engineering services and develop final construction documents that will allow the City to bid the Old Town PDA Road Diet project for construction. Staff kicked off a series of public outreach events to gather community feedback to ensure the final construction plans consider the wants and needs of the community. The final construction documents are anticipated to be ready for bid advertisement in Winter 2024. The \$1 million grant received by the State of California will supplement the approved \$5.14 million in One Bay Area Grant 3 (OBAG 3) funding distributed by the Metropolitan Transportation Commission (MTC), \$69,000 in Transportation Fund for Clean Air (TFCA) from the Bay Area Air Quality Management District (BAAQMD), and approximately \$6 million of local match funds from Regional Measure 3 (RM3) funds distributed by MTC. An update construction cost estimate will be prepared by CSW|ST2 as part of the development of the 35% design plans. Construction is anticipated to begin in Spring 2025.

Newark Resource Center - In June 2023, the City contracted with KPA Group to provide architectural and engineering services and develop final construction documents that will allow the City to bid the project for construction. The design is complete, and a request for project bids is expected to be released in summer 2024. The grant received by the State of California will supplement the \$600,000 designated in the City of Newark's American Rescue Plan Act (ARPA) funds for the Newark Resource Center and the \$232,023 from the Community Development Block Grant funds allocated for this project. This cumulative \$1,832,023 will fully fund the anticipated cost of construction, including engineering and project management costs.

Construction is expected to begin in early fall 2024.

FISCAL IMPACT

The recommended action of adopting a resolution to accept the AB102 Old Town PDA Road Diet and Newark Resource Center grants through the State of California will increase revenue to help fund the two projects. Staff recommends an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan to reflect the increased revenue and appropriation as shown below. Any unspent funds and appropriations would be carried forward to the next fiscal year.

Increase Revenue: \$1,000,000 of State Grants AB102 for Old Town PDA Road Diet (GL 492.90.094.940.4792CIP1150)

Increase Revenue: \$1,000,000 of State Grants AB102 for Newark Resource Center (GL 492.90.094.940.4792.CIP001360)

Increase Appropriation: \$1,000,000 for general contractual services for Old Town PDA Road Diet (GL 625.90.094.940.6221.CIP001150)

Increase Appropriation: \$1,000,000 for general contractual services for Newark Resource Center (GL 610.90.094.940.6221.CIP001360)

Transfers out: \$2,000,000 (GL 492.00.000.000.9999)

Transfers in: \$1,000,000 (GL 610.00.000.000.4999)

Transfers in: \$1,000,000 (GL 625.00.000.000.4999)

REVIEW AND APPROVAL

Prepared by - Roya Gonzalez, Senior Management Analyst

Reviewed by - Lenka Hovorka, Assistant City Manager

Reviewed by - Krysten Lee, Finance Director

Reviewed by - Kristopher J. Kokotaylo, City Attorney

Approved by - David J. Benoun, City Manager

Attachments

Grant Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY TO ACCEPT THE
ASSEMBLY BILL 102 (AB102) OLD TOWN PDA ROAD DIET
AND NEWARK RESOURCE CENTER IMPROVEMENTS
GRANTS THROUGH THE STATE OF CALIFORNIA AND
AMEND THE 2022-2024 BIENNIAL BUDGET

WHEREAS, the City of Newark has been selected to receive \$2 million from the State of California as a result of City staff requests and the lobbying efforts of Assemblymember Alex Lee for Old Town PDA Road Diet and Newark Resource Center Improvements in accordance with State Administrative Manual Section 8002.1 and Assembly Bill (AB)102, Amendment to 2023 California Budget Act; and

WHEREAS, the State of California included \$1,000,000 for Old Town PDA Road Diet in their budget adopted July 2023 to be allocated by the California Department of Transportation; and

WHEREAS, the City of Newark will submit an invoice to the California Department of Transportation for the \$1,000,000 allocated for the Old Town PDA Road Diet; and

WHEREAS, the State of California included \$1,000,000 for the Newark Resource Center Improvements in their budget adopted July 2023 to be allocated by the California Natural Resources Agency; and

WHEREAS, the City of Newark will submit an invoice to the California Natural Resources Agency, Office of Bonds & Grants for the \$1,000,000 allocated for Newark Resource Center Improvements; and

WHEREAS, the City Council of the City of Newark authorizes the City to accept Improvements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the City to accept the State of California grants for Old Town PDA Road Diet and Newark Resource Center Improvements.

BE IT FURTHER RESOLVED that the City Council of the City of Newark approves an amendment to the 2022-2024 Biennial Budget and Capital Improvement Program as follows:

Increase:	492.90.094.940.4792.CIP001150	State Grants AB102 – Old Town PDA Road Diet	\$1,000,000
Increase:	492.90.094.940.4792.CIP001360	State Grants AB102 – Newark Resource Center	\$1,000,000
Increase:	492.90.094.940.9999	Transfer Out	\$2,000,000
Increase:	625.90.094.940.6221.CIP001150	Old Town PDA Road Diet	\$1,000,000
Increase:	625.00.000.000.4999	Transfer In	\$1,000,000
Increase:	610.90.094.940.6221.CIP001360	Newark Resource Center	\$1,000,000
Increase:	610.00.000.000.4999	Transfer In	\$1,000,000

BE IT FURTHER RESOLVED that any unspent funds and appropriations would be carried forward to subsequent fiscal years.



STAFF REPORT

Item F. 1.

DATE 05/09/2024
TO Honorable Mayor and City Council Members
FROM James Scanlin, Environmental Services Manager
SUBJECT Adopt a resolution authorizing the City Manager to execute a contractual services agreement with Arup US, Inc. to develop a Sea Level Rise Vulnerability Assessment and Adaptation Strategy and amending the 2022-2024 Biennial Budget and Capital Improvement Plan

SUMMARY AND RECOMMENDATION

This Sea Level Rise Vulnerability Assessment and Adaptation Strategy project is a critical step in the City's sea level rise adaptation planning process. This project will develop a solid understanding of future flooding risks and associated infrastructure vulnerability. This understanding is essential for the second phase of the project, included in this scope of work, which involves developing risk-informed adaptation strategies and identifying potential partners for implementation. This project can benefit the Newark community by forming the basis for future projects that will protect important infrastructure and community assets from sea level rise.

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to execute a contractual services agreement, in a form approved by the City Attorney, with Arup US, Inc. for an amount not to exceed \$275,000 for the development of a sea level rise vulnerability assessment and adaptation strategy.

BACKGROUND

The average sea level in the San Francisco Bay has been rising steadily and is expected to rise at increasing rates into the future. Table 1 below from the *DRAFT State of California Sea Level Rise Guidance: 2024 Science and Policy Update* (Report) illustrates the range of predicted sea level rise over the next 100 years. This includes Low, Intermediate-Low, Intermediate, Intermediate-High, and High scenarios. Regarding the Low scenario, the report states, "this assumption is inconsistent with current observations of an acceleration in sea level rise, but could still be considered plausible under the most aggressive emission reduction scenarios." The Report states that the Intermediate-Low scenario "provides a reasonable estimate of the lower bound for the most likely sea level rise by 2100" and that the Intermediate scenario "provides a reasonable upper bound for the most likely range of sea level rise by 2100." The Report also recommends evaluating the Intermediate, Intermediate

High, and High scenarios to inform long-range planning and project investment decisions.

Table 1: Estimated Sea Level Rise in Feet (*DRAFT State of California Sea Level Rise Guidance: 2024 Science and Policy Update*)

Year	Low	Int-Low	Intermediate	Int-High	High
2020	0.2	0.2	0.2	0.2	0.3
2030	0.3	0.4	0.4	0.4	0.4
2040	0.4	0.5	0.6	0.7	0.8
2050	0.5	0.6	0.8	1.0	1.2
2060	0.6	0.8	1.1	1.5	2.0
2070	0.7	1.0	1.4	2.2	3.0
2080	0.8	1.2	1.8	3.0	4.1
2090	0.9	1.4	2.4	3.9	5.4
2100	1.0	1.6	3.1	4.9	6.6
2110	1.1	1.8	3.8	5.7	8.0
2120	1.1	2.0	4.5	6.4	9.1

Sea level rise can have significant impacts on coastal communities:

- Flooding: Higher sea levels increase the risk of coastal flooding, especially during storms and high tides. This can lead to damage to infrastructure, homes, and businesses located in low-lying areas.
- Erosion: Rising sea levels increase coastal erosion. This erosion can threaten coastal structures such as levees, seawalls, and buildings near the shore.
- Saltwater intrusion: As sea levels rise, saltwater can intrude into freshwater aquifers. This can contaminate drinking water supplies.
- Loss of coastal habitats: Wetlands and other coastal habitats are vulnerable to sea level rise. These habitats provide important ecological functions such as storm protection, and habitat for wildlife.
- Infrastructure damage: Sea level rise can damage coastal infrastructure such as roads, bridges, and utilities. This can disrupt transportation networks, affect economic activities reliant on coastal infrastructure, and increase maintenance and adaptation costs.
- Increased vulnerability to extreme weather events: Rising sea levels can exacerbate the impacts of extreme weather events such as atmospheric rivers and storm surges. Coastal communities may experience more frequent and severe flooding, erosion, and property damage during these events.

Addressing these impacts requires proactive measures such as coastal defense infrastructure (e.g., seawalls, levees), land-use planning to avoid vulnerable areas, ecosystem restoration to enhance natural defenses, and policies for climate change

mitigation and adaptation.

Several regional efforts have been initiated to address sea level rise in the San Francisco Bay. One such effort is the *San Francisco Bay Shoreline Adaptation Atlas: Working with Nature to Plan for Sea Level Rise Using Operational Landscape Units* report published in 2019. The report defines Operational Landscape Units as follows:

Operational Landscape Units (OLUs) are a practical way to manage the physical and jurisdictional complexity of the Bay shoreline...The framework provided in this report divides the Bay shoreline into 30 OLU—connected geographic areas that share common physical characteristics and that would accordingly benefit from being managed as individual units. OLU cross traditional jurisdictional boundaries of cities and counties, but adhere to the boundaries of natural processes like tides, waves, and sediment movement. Taken as a whole, OLU span the entire Bay shoreline, cover that portion of the region's land area potentially vulnerable to future sea level rise (SLR), and encompass areas along and adjacent to the shore for which geographically specific and science-based sea level rise adaptation strategies can be developed.

Newark is within the Mowry OLU which spans from the Dumbarton Bridge to Mowry Slough. Part of Fremont is also within the Mowry OLU. As the OLU framework provides a good foundation for the vulnerability assessment and adaptation strategy, the scope of work for the project includes the assessment of the entire Mowry OLU. It does not appear that other studies with a focus on the Mowry OLU have been completed to date.

DISCUSSION/ANALYSIS

CONSULTANT SELECTION

Staff released a request for proposals for a Sea Level Rise Vulnerability Assessment and Adaptation Strategy on January 25, 2024. Five proposals were received by the due date of February 26, 2024. All proposals were evaluated by a selection committee that included staff members from Environmental Services, Community Development and Public Works. A weighted quantitative scoring method was utilized by the committee that considered six factors, including the proposer's understanding and approach of the project, the experience of the firm in completing studies of this type, the overall qualifications of staff, the overall proposed cost and hourly rates, the proposed project schedule, and the references provided. The top three scoring firms were then invited for follow-up interviews and Arup US, Inc. was the selection committee's unanimous top-ranked firm. In terms of overall cost, Arup US, Inc. was very competitive relative to the other proposers. Based on the overall assessment by the committee, Arup US, Inc. clearly provided the most cost-effective proposal and will provide the best overall value to the City for this study. Below is a summary of the scope of work, consisting of six tasks, to be performed by Arup US, Inc.

SCOPE OF WORK

Task 1: Data Collection, Review, and Agency Coordination

Collect and review all available hydrodynamic, flood, and sea level rise (SLR) studies by or for relevant jurisdictions and agencies, including prior relevant project-level studies under the California Environmental Quality Act (CEQA), the Safety Element and Housing Element of the Newark General Plan, and the Local Hazard Mitigation Plan. Coordinate with local agencies that influence the City's flood infrastructure, such as the surrounding City of Fremont and the Alameda County Flood Control and Water Conservation District (ACFC&WCD).

Task 2: Flood Hazard Modelling

Use the existing data collected in Task 1, populate a compound (i.e., accounting for SLR, storm flows, storm surge, groundwater, and subsidence effects) flooding hazard model of the City and adjacent areas of the Mowry OLU. The model will be built by Deltares, a non-profit sub-consultant for Arup US, Inc., using Deltares' physics-based tools which have been peer-reviewed and used by numerous federal and academic agencies for hazard assessments. This analysis will result in inundation extent and depth estimates for present-day, 2050, and 2100 scenarios, providing the foundation for the vulnerability and risk assessments of Tasks 3 and 4 and ultimately the adaptation measures proposed in Task 5. To represent an extreme inundation scenario, determine the maximum of (a) 100-year tide plus storm surge (i.e., coastal) flooding with 10-year pluvial and fluvial (i.e., inland) flooding and (b) 100-year inland flooding with 10-year coastal flooding.

Task 3: Vulnerability Assessment

Using the inundation extents and depths developed in Task 2, prepare a vulnerability assessment that will include an assessment of the potential impacts on infrastructure, residents, businesses, and the environment. Use existing data to populate a damage model of Newark and adjacent areas of the Mowry OLU that will include residential and commercial buildings to compute the monetary damages to residential and business properties. It will also include all roadways, rail lines, water distribution systems, sanitary sewer systems, flood control channels, levees, high-voltage lines, emergency operation facilities, landfills, and wetlands, and assess their exposure to inundation. Special attention will be given to vulnerable communities by overlaying impacts with socioeconomic vulnerability maps.

Task 4: Risk Assessment

Conduct a risk assessment to determine which impacts would result in the most significant consequences by accounting for several storm scenarios. The risk assessment will be conducted through a validated impact model developed as part of Task 3. Financial losses related to inundation of critical assets, including infrastructure, residences, and businesses will be modeled quantitatively, and the impacts on wetlands and vulnerable communities assessed qualitatively.

Task 5: Adaptation Measures

Develop adaptation measure options for the City and the Mowry OLU area. For the highest priority areas identified in the vulnerability and risk assessments, mitigation and adaptation measures will be proposed using those measures promulgated by the SFEI Adaptation Atlas as a foundation. Measures will be prioritized and categorized with

consideration of implementation cost and timeframe. Adaptation and mitigation measures will be evaluated within the previously developed and validated model framework, which allows for the inclusion of both green and grey infrastructure as well as policy measures that could be implemented soon or over a longer time frame to address the most significant impacts.

Task 6: Public Involvement

Facilitate two community meetings. The first meeting will be held within the first two months of project initiation and have a threefold purpose: (1) to inform the public about the project process and goals, (2) to solicit input on areas of concern, and (3) to educate attendees on important concepts key to understanding this project (e.g., vulnerability, risk, adaptation). The second meeting will occur during Task 5, focused on adaptation measures, and the goal of this meeting will be to present recommendations to reflect how public input was applied from the first meeting and to provide the public with information regarding the scope and key findings for the final draft report.

The Sea Level Rise Vulnerability Assessment and Adaptation Strategy project is expected to be completed within 9 months from contract execution.

FISCAL IMPACT

Community Development Maintenance Fees are collected on building permits for the purpose of implementation and maintenance of the General Plan and Zoning Ordinance. The General Plan's Environmental Hazard Element addresses sea level rise and flooding hazards, making this Sea Level Rise Vulnerability Assessment and Adaptation Strategy eligible for use of Community Development Maintenance Fee revenue. Staff recommends amending the 2022-2024 Biennial Budget and Capital Improvement Plan to allocate \$275,000 of Development Maintenance Impact Fee funds in Fiscal Year 2024 to Sea Level Rise Vulnerability Assessment and Adaptation Strategy, Project 1368.

REVIEW AND APPROVAL

Prepared by - James Scanlin, Environmental Services Manager

Reviewed by - Soren Fajeau, Public Works Director

Reviewed by - Krysten Lee, Finance Director

Reviewed by - Kristopher J. Kokotaylo, City Attorney

Approved by - David J. Benoun, City Manager

Attachments

Arup Resolution

SLR Presentation

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY MANAGER TO
EXECUTE A CONTRACTUAL SERVICES AGREEMENT
WITH ARUP US, INC. FOR THE DEVELOPMENT OF A SEA
LEVEL RISE VULNERABILITY ASSESSMENT AND
ADAPTATION STRATEGY AND AMENDING THE 2022-2024
BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, sea level has been steadily rising and is expected to rise significantly over the next several decades; and

WHEREAS, Newark is located along the shoreline of the San Francisco Bay and will be impacted in the future by a rising sea level; and

WHEREAS, the City wishes to conduct a vulnerability assessment and adaptation strategy to plan for and mitigate the effects of a rising sea level; and

WHEREAS, the City released a request for proposals to develop a sea level rise vulnerability assessment and adaptation strategy, and Arup US, Inc. submitted the highest-ranked proposal; and

WHEREAS, Arup US, Inc. is well qualified to assist the City in developing a sea level rise vulnerability assessment and adaptation strategy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute a Contractual Services Agreement with Arup US, Inc., in a form approved by the City Attorney, in an amount not to exceed \$275,000 to develop a sea level rise vulnerability assessment and adaptation strategy.

BE IT FURTHER RESOLVED by the City Council of the City of Newark hereby approves an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan to allocate \$275,000 of Development Maintenance Impact Fee funds to Sea Level Rise Assessment, Project 1368 as follows:

	<u>Account</u>	<u>Description</u>	<u>Amount</u>
To:	625.90.094.940.6221.CIP1368	Development Maintenance Impact Fees	\$275,000
From:	625.3000	Unappropriated Fund Balance	\$275,000



CITY OF
NEWARK

Sea Level Rise Assessment

May 9, 2024



Sea Level Rise Vulnerability Assessment

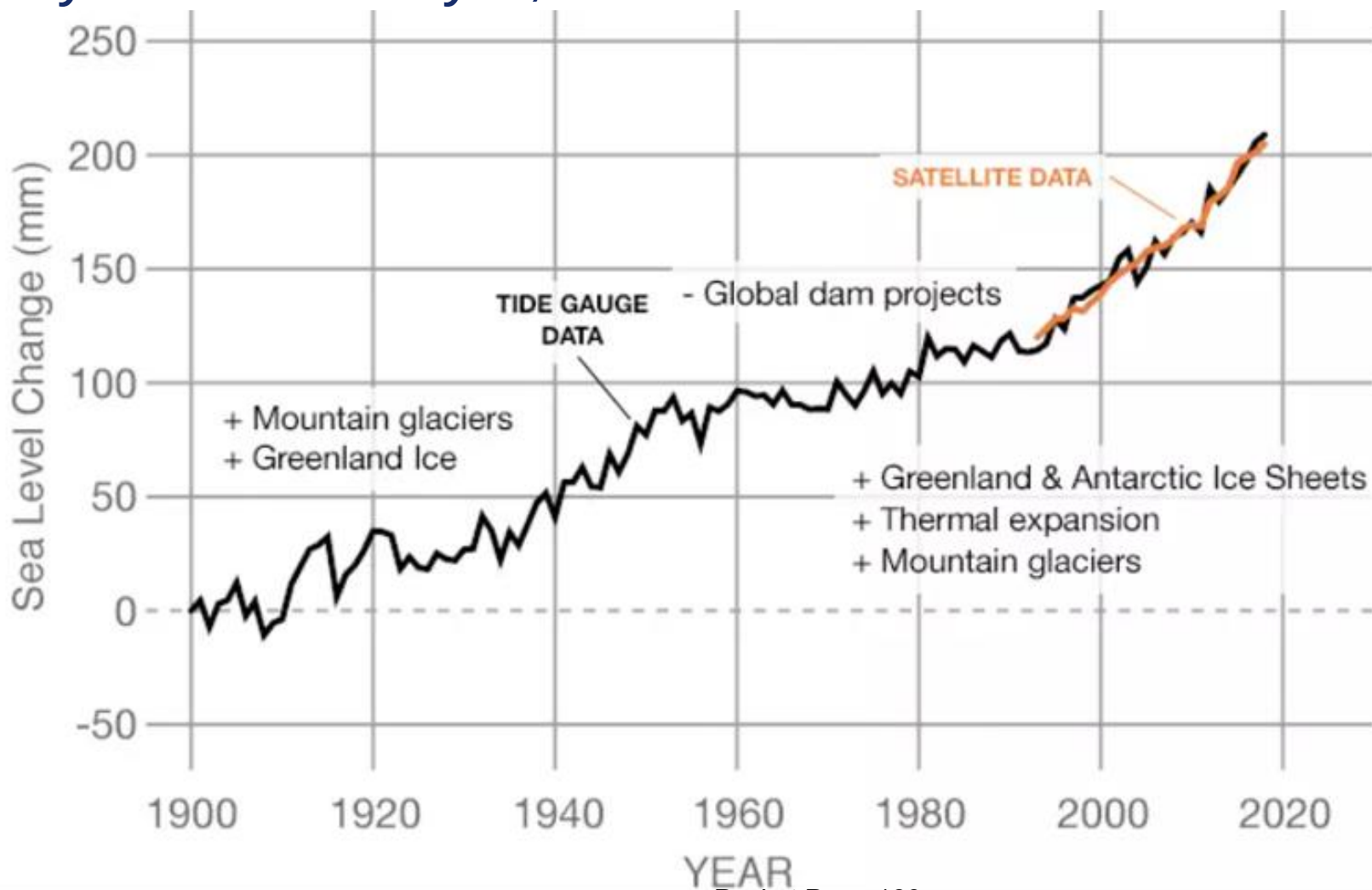
City Council: May 9, 2024

Sea Level is Rising

- Average sea level has increased by about 200 mm (0.65 ft.) since 1900
- Sea level has been increasing more rapidly in recent years

Sea Level Rise Vulnerability Assessment

City Council: May 9, 2024





Sea Level Rise Vulnerability Assessment

City Council: May 9, 2024

Sea Level Rise Projections in Feet: Source, *DRAFT California Sea Level Rise Guidance: 2024 Science and Policy Update*

Year	Low	Int-Low	Intermediate	Int-High	High
2020	0.2	0.2	0.2	0.2	0.3
2030	0.3	0.4	0.4	0.4	0.4
2040	0.4	0.5	0.6	0.7	0.8
2050	0.5	0.6	0.8	1.0	1.2
2060	0.6	0.8	1.1	1.5	2.0
2070	0.7	1.0	1.4	2.2	3.0
2080	0.8	1.2	1.8	3.0	4.1
2090	0.9	1.4	2.4	3.9	5.4
2100	1.0	1.6	3.1	4.9	6.6
2110	1.1	1.8	3.8	5.7	8.0
2120	1.1	2.0	4.5	6.4	9.1

Sea Level Rise Vulnerability Assessment

City Council: May 9, 2024

Potential Impacts to Newark

- More frequent and intense flooding
- Erosion of levees
- Emergent groundwater
- Brackish-water intrusion into drinking water aquifers

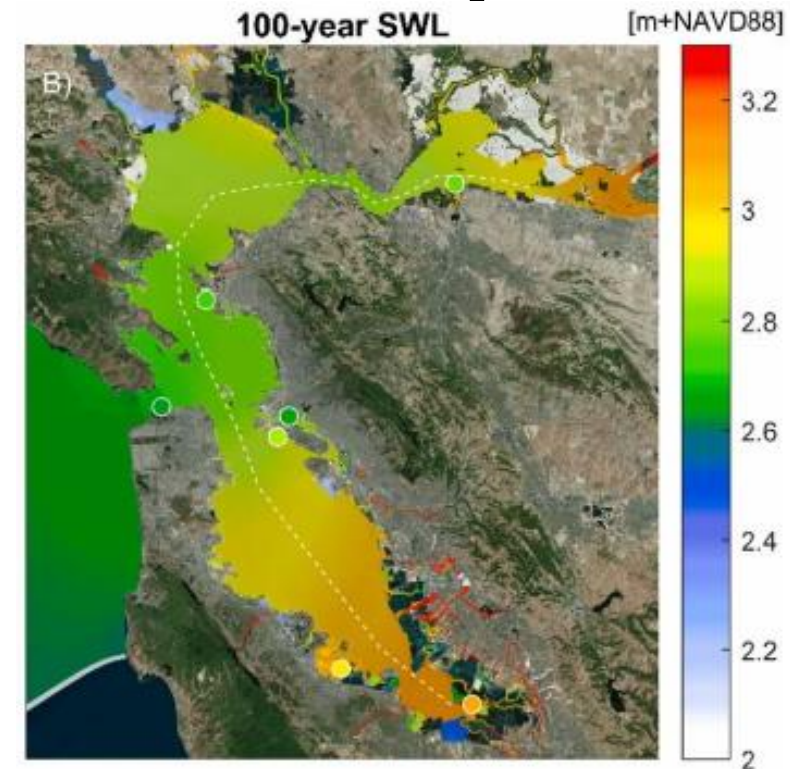


Sea Level Rise Vulnerability Assessment

City Council: May 9, 2024

Approach to Assessment and Adaptation

- 1) Gather Data
- 2) Flood Hazard Modeling
- 3) Vulnerability Assessment
- 4) Risk Assessment
- 5) Adaptation Measures
- 6) Public Involvement



Deltares Extreme Water Level Model



Sea Level Rise Vulnerability Assessment

City Council: May 9, 2024

Consultant Selection

- RFP Released: Five proposals received
- Three firms invited for interviews
- The Team of Arup US, Inc., along with subcontractor Deltares, was unanimously selected
- Arup Project Manager, Jack Hogan, P.E., is available to answer any questions



Sea Level Rise Vulnerability Assessment

City Council: May 9, 2024

Recommendation

Staff recommends that Council adopt the Resolution to authorize the City Manager to execute a Contractual Service Agreement with Arup US, Inc. to develop a Sea Level Rise Vulnerability Assessment and Adaptation Strategy and Amend the 2022-2024 Biennial Budget and Capital Improvement Plan.



Questions and Comments



STAFF REPORT

Item F. 2.

DATE 05/09/2024
TO Honorable Mayor and City Council Members
FROM Krysten Lee, Finance Director
SUBJECT Pension Update and Cost Management Strategies Presentation and, by Motion, provide direction regarding establishment and funding of a New Pension Section 115 Trust

SUMMARY AND RECOMMENDATION

The City of Newark has a reported \$118M Unfunded Accrued Liability (UAL) with the California Public Employers Retirement System (CalPERS) as of June 30, 2022. The UAL represents the gap between the present value of benefits projected to be paid to retirees and the market value of assets held and managed by CalPERS on behalf of the City. The City is making payments against the UAL with CalPERS charging a discount rate of 6.8% annually on the outstanding UAL. These payments have increased from approximately \$5 million per year to \$10 million per year over the last six years, and are currently projected to increase another 40%-50% by Fiscal Year (FY) 2031. Rising pension costs are one of the largest financial challenges facing public agencies State-wide and are projected to impact the City's budget significantly over the next 5-10 years.

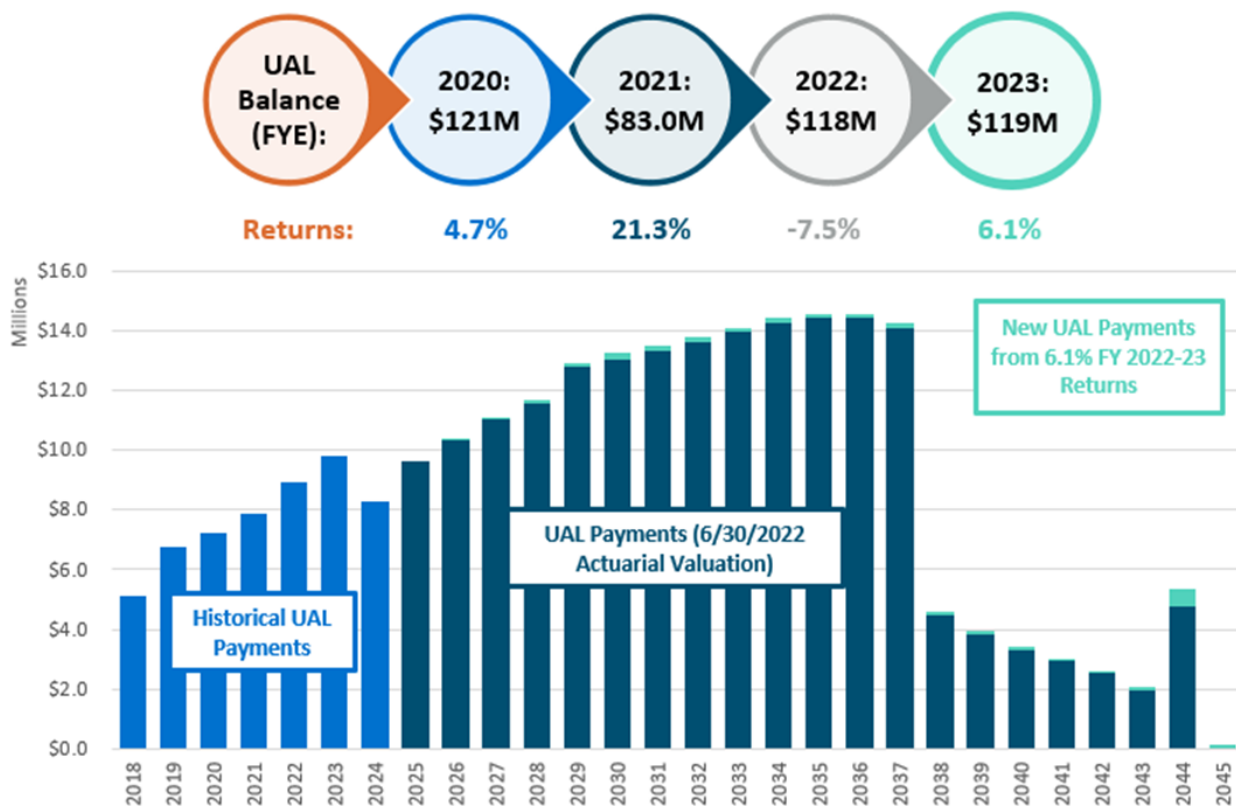
The City has been proactively addressing this pension challenge and has made UAL prepayments (known as additional discretionary payments or "ADP") as well as setting aside funds in its pension reserve. Staff recommends establishing a dedicated Section 115 Trust ("Trust") for future pension costs, and initially funding the Trust with \$12 million from the existing \$12.4 million Pension and Other Post-Employment Benefits (OPEB) reserve fund. The Trust, as described further in this report, provides access to potentially higher investment earning opportunities than those offered by Local Agency Investment Fund (LAIF). Funds in the Trust would be restricted to addressing pension costs (i.e. unfunded liability and/or normal cost payments) but would exist as an asset on the City's balance sheet and support flexible strategies for managing rising future CalPERS pension costs.

The following information and accompanying presentation materials are intended to provide background information on the City's CalPERS pension liability, historical actions taken to manage pension costs, various cost management strategies and rationale for staff's recommendation for City Council approval for the creation of the Trust.

BACKGROUND

Newark, like most cities in California, has a UAL associated with its CalPERS pension plans for Miscellaneous and Safety employees. A UAL occurs when current pension plan assets are not projected to be sufficient to pay projected pension costs in future years. As of June 30, 2021, the City's UAL was \$83 million. CalPERS, however, reported an investment return of negative 7.5% for fiscal year 2022, which has increased the City's UAL to approximately \$118 million. CalPERS investment earnings for fiscal year 2023 were 6.1%, which is estimated to further increase the UAL to \$119 million in next year's CalPERS June 30, 2023 valuation.

CalPERS effectively charges the City a 6.8% interest rate on this UAL debt and requires a repayment schedule that escalates over the next decade as shown in the chart below (colored bars represent payments to amortize the UAL). Payments to amortize this debt have risen from \$5 million in fiscal year 2018 to nearly \$10 million in fiscal year 2023 and are projected to rise to close to \$15 million by the end of the decade.



DISCUSSION/ANALYSIS

Historical Efforts: The City has taken proactive steps to address rising pension costs. In FY 2015 and FY 2016, the City initiated a 20-year Fresh Start amortization for its Safety and Miscellaneous Plans, shortening the UAL repayment schedule by making higher annual payments and creating a significant amount of interest rate savings over time. In February 2017, the City adopted a Pension and OPEB Reserve Policy and

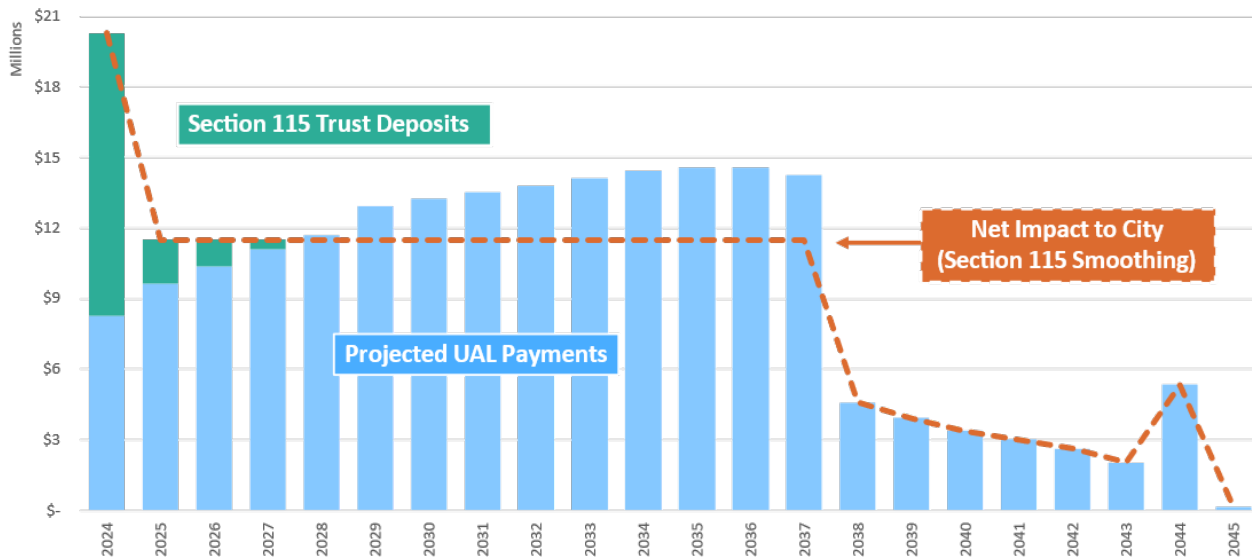
funded a \$5 million Pension and OPEB Reserve Fund (Fund 103). In FY 2021 and FY 2022, the City continued to directly address its UAL with two ADP payments (\$10 million and \$5 million). The City has also historically taken advantage of the prepayment discount offered by CalPERS by making a lump sum UAL payment at the beginning of each fiscal year. Currently, the prepayment discount is approximately 3.4% (usually half of the CalPERS discount rate of 6.8%).

Cost-Management Strategies: With pension costs increasing significantly in recent years due to poor CalPERS investment performance, it has become imperative for the City to continue evaluating ways to manage growing expenses and implement cost management strategies to help stabilize future pension cost volatility. City Staff, working with NHA Advisors (the City's long-time financial advisor), evaluated multiple options for maximizing the benefit of the funds in the Pension and OPEB Reserve Fund (\$12.4 million). As noted above, staff is recommending establishing and funding a \$12 million pension Section 115 Trust.

The Trust is a separate trust whereby funds deposited can legally only be used for pension and OPEB expenses. In addition, funds in a Section 115 Trust have greater flexibility in how they can be managed by the City and its trust provider, which include portfolio options ranging from more conservative to moderate to more aggressive. Establishing a Trust is expected to serve the City's objectives for managing its pension liability, which include supporting a flexible strategy to address the upcoming peak UAL payments, while also augmenting the City's budgetary flexibility, which could be helpful under potential recessionary scenarios in the near term.

Benefits of the Trust include (1) the ability to use the funds in the future to pay down the plan's UAL or help smooth required CalPERS expenses; (2) enhanced budgetary flexibility; and (3) increased potential long-term investment earnings vs. other City reserves. Staff recommends establishing a Section 115 Trust with CalPERS as the administrator of the Trust. CalPERS currently manages the City's OPEB Trust. CalPERS can provide the services efficiently, at a competitive fee and with a couple of Trust investment strategy options. There are other trust administrators; however, they typically charge higher fees because they have more investment options.

The graphic below projects the City's total UAL payments and the impact of applying a Section 115 Trust investment strategy for payment smoothing, assuming 4.5% long-term investment returns are achieved. This projection assumes continued annual deposits to the Section 115 Trust of approximately \$400K - \$1.85M from FY 2025 – 2027. Total savings (net of deposits) from this strategy are projected to exceed \$6.5 million and reduce the maximum annual UAL payments from about \$15 million to \$11.5 million through FY 2037.



Next Steps: Should City Council direct Staff to move forward on establishing the Section 115 Trust, Staff will bring back the necessary resolution and documentation at a May or June meeting for consideration and approval. If appropriate, the City would also anticipate contributing \$12 million from the existing pension reserve to the new Trust in FY 2024.

FISCAL IMPACT

Establishing and funding a Section 115 Trust with \$12 million and making annual contributions can enhance the City's ability to manage the ongoing rise in pension payments to CalPERS. A potential costs smoothing strategy using selective Section 115 Trust withdrawals could reduce \$22 million of UAL payments through FY 2037, based on current assumptions, or greater than \$6.5 million net of Trust deposits.

REVIEW AND APPROVAL

Prepared by - Krysten Lee, Finance Director
 Reviewed by - Kristopher J. Kokotaylo, City Attorney
 Approved by - David J. Benoun, City Manager

Attachments

Pension Cost Management Strategies PPT

CITY OF NEWARK

CALPERS UNFUNDED ACCRUED LIABILITY (UAL) COST MANAGEMENT STRATEGIES

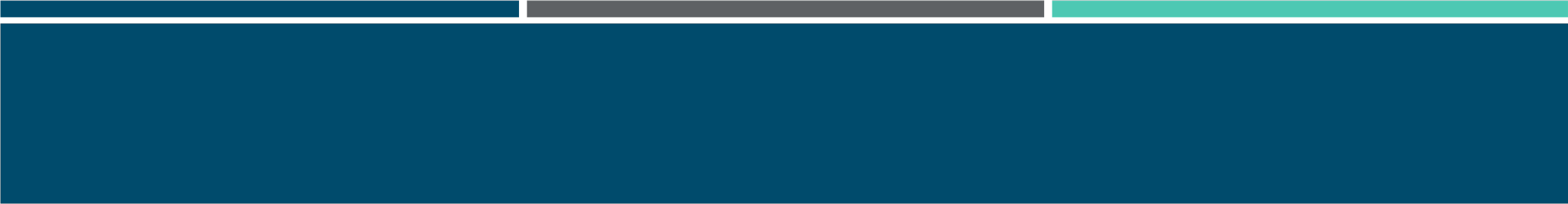


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MAY 2024

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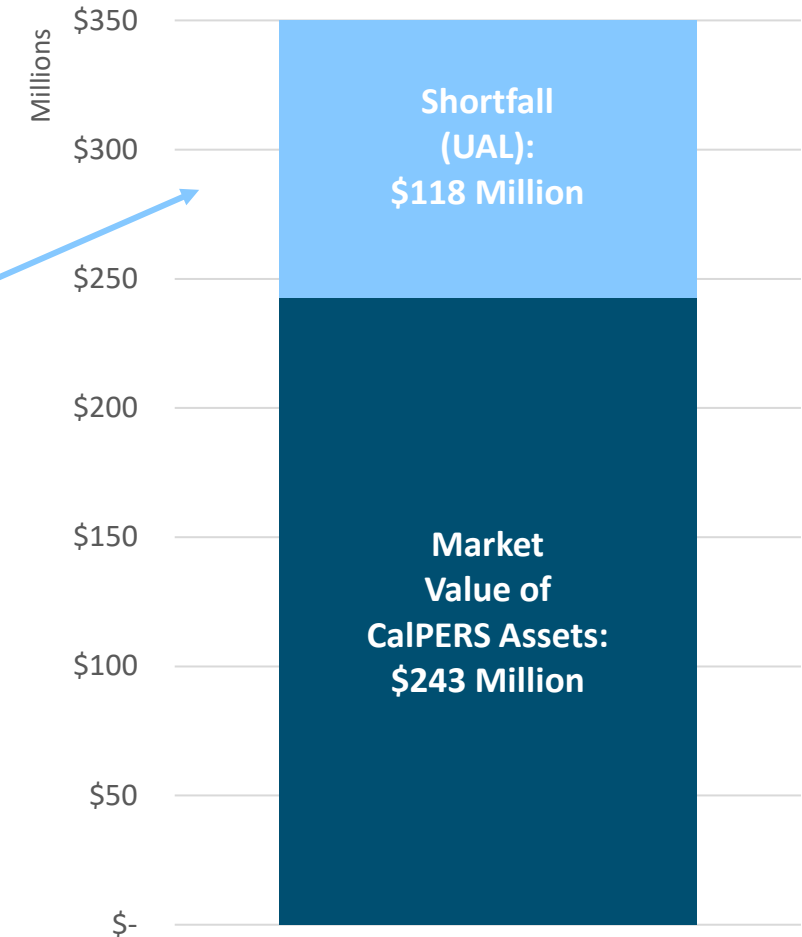


I. BACKGROUND ON CALPERS COSTS

Background on How CalPERS Works

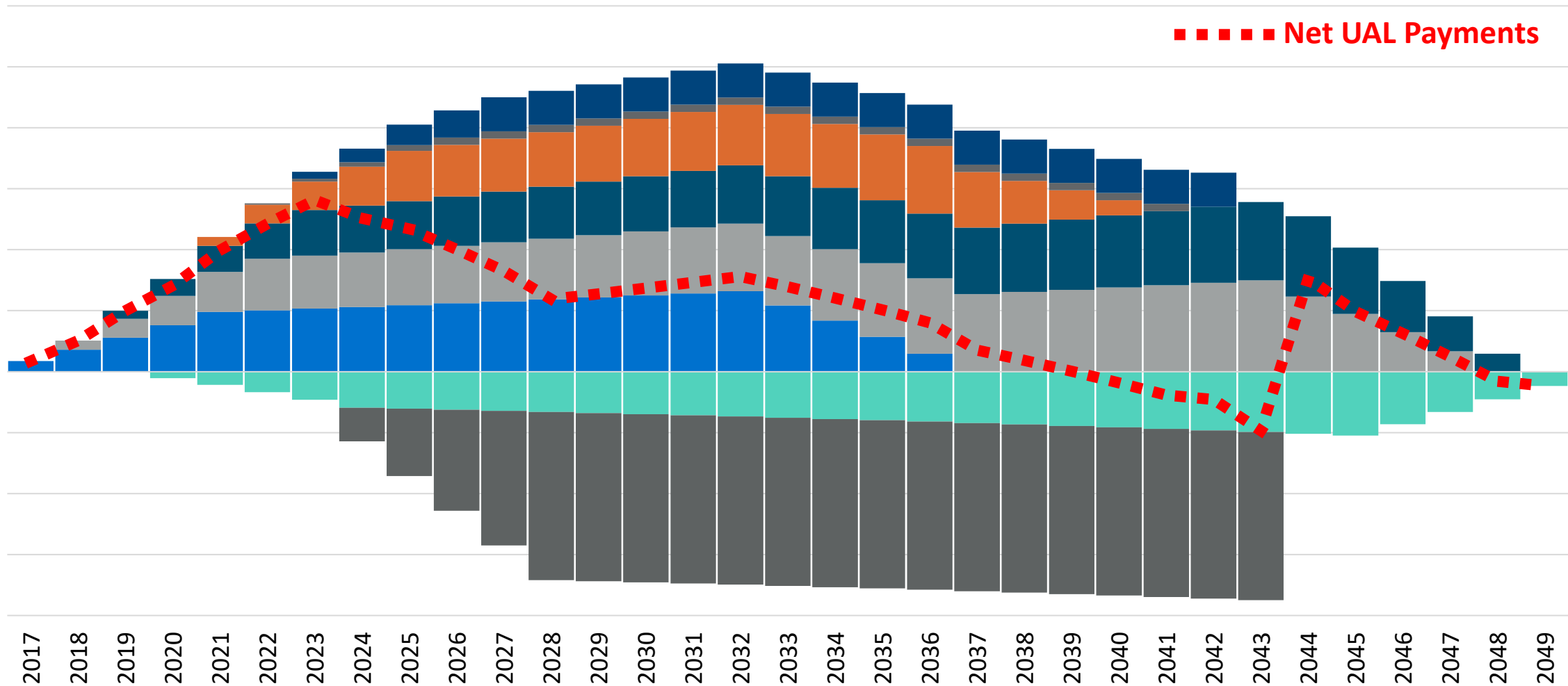
- ▶ **Normal Cost (“NC”)** = Annual cost for current employees
- ▶ **Unfunded Accrued Liability (“UAL”):** Annual payment to amortize the “debt” to CalPERS

CalPERS Pension Funded Status*



UAL Payments are like a “Layer Cake”

More Layers Each Year; Increasing or Decreasing Height and Shape of “Cake”



Note: This graphic represents a hypothetical California public agency's CalPERS UAL and is provided here for educational purposes.

Why CalPERS Costs have Trended Higher

Then (late 1990s)...

- ▶ Robust investment returns (10%+)
 - ▶ Retirement plans were “Super-Funded” through the late 1990s
 - ▶ Earnings on funds were more than adequate to cover retirement costs
- ▶ Super-funded status induced widespread retirement benefits enhancements.

Now ...

- ▶ Sluggish returns outlook (<7%)
- ▶ Assumptions have changed/changing
 - ▶ Discount Rate: 8.25% → 7.00% → 6.80%
 - ▶ Inflation rate
 - ▶ Mortality rates
 - ▶ Actuarial Valuation → Market Valuation
 - ▶ Shorter (20 year) amortization

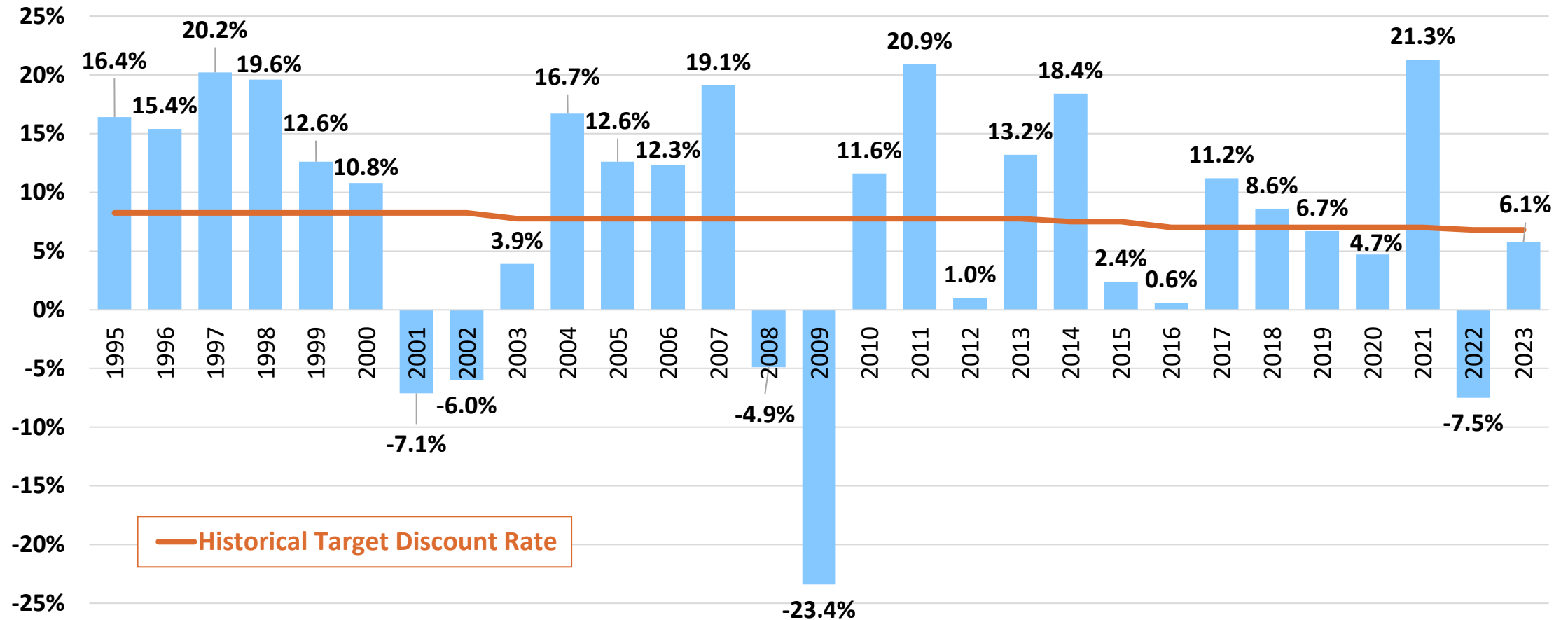
Background - Retirement Plans

- ▶ CalPERS administers the City's two defined benefit plans
- ▶ PEPRA helpful to manage long term pension costs for new employees
- ▶ However, over 99% of UAL is attributable from Classic plans and not reduced by PEPRA

MISCELLANEOUS PLANS			
Benefit Group	# of Actives	% of Actives	Benefit Formula
Miscellaneous	58	47.9%	2.5% @ 55
PEPRA Miscellaneous	63	52.1%	2.0% @ 62
Total Active Members	121	100.0%	-
Total Covered Members	578		

SAFETY PLANS			
Benefit Group	# of Actives	% of Actives	Benefit Formula
Safety Police	23	46.9%	3.0% @ 50
PEPRA Safety Police	26	53.1%	2.7% @ 57
Total Active Members	49	100%	-
Total Covered Members	313		

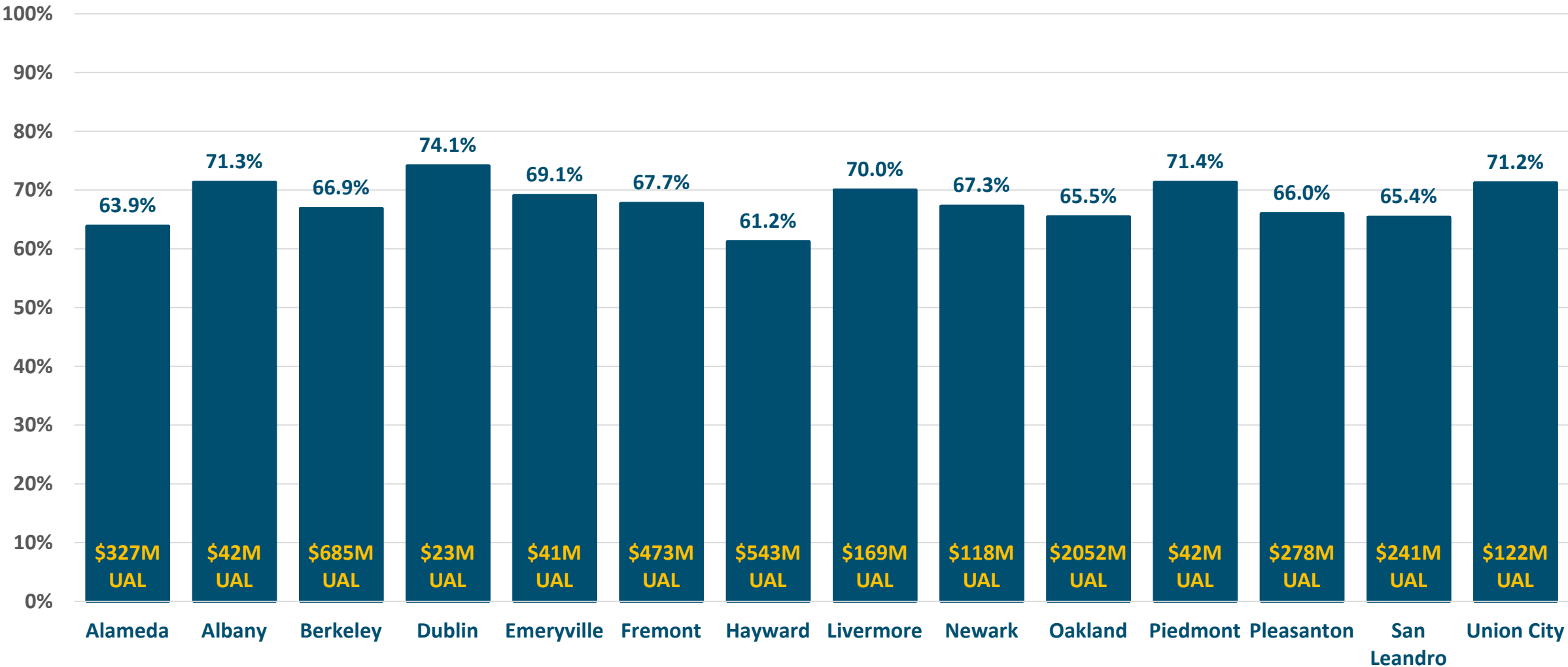
CalPERS Historical Investment Returns



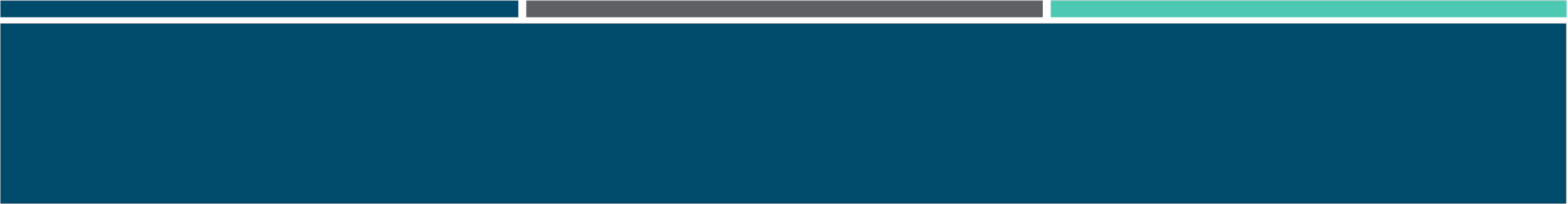
Current Discount Rate	5-Year Average	10-Year Average	20-Year Average	30-Year Average
6.8%	6.1%	7.1%	7.0%	7.5%

Source: CalPERS.

Alameda County Cities: CalPERS Funding Status (6/30/2022)

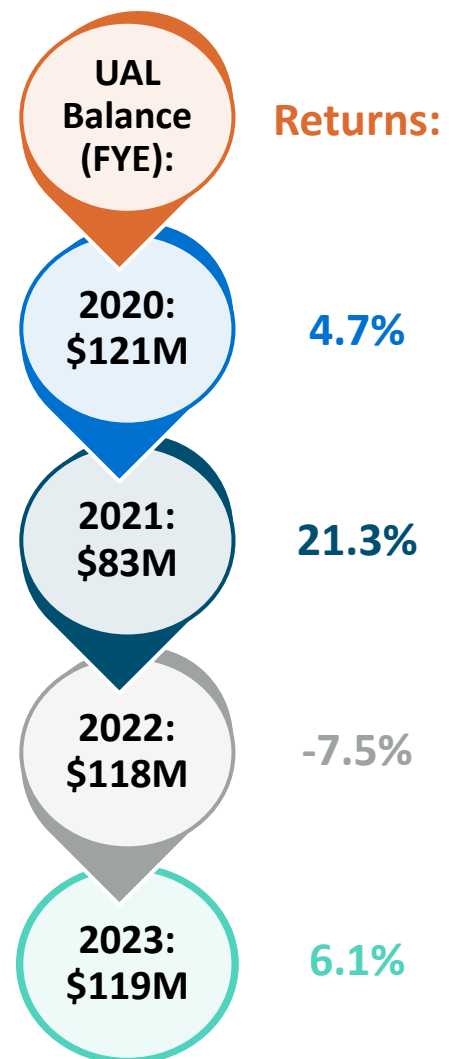
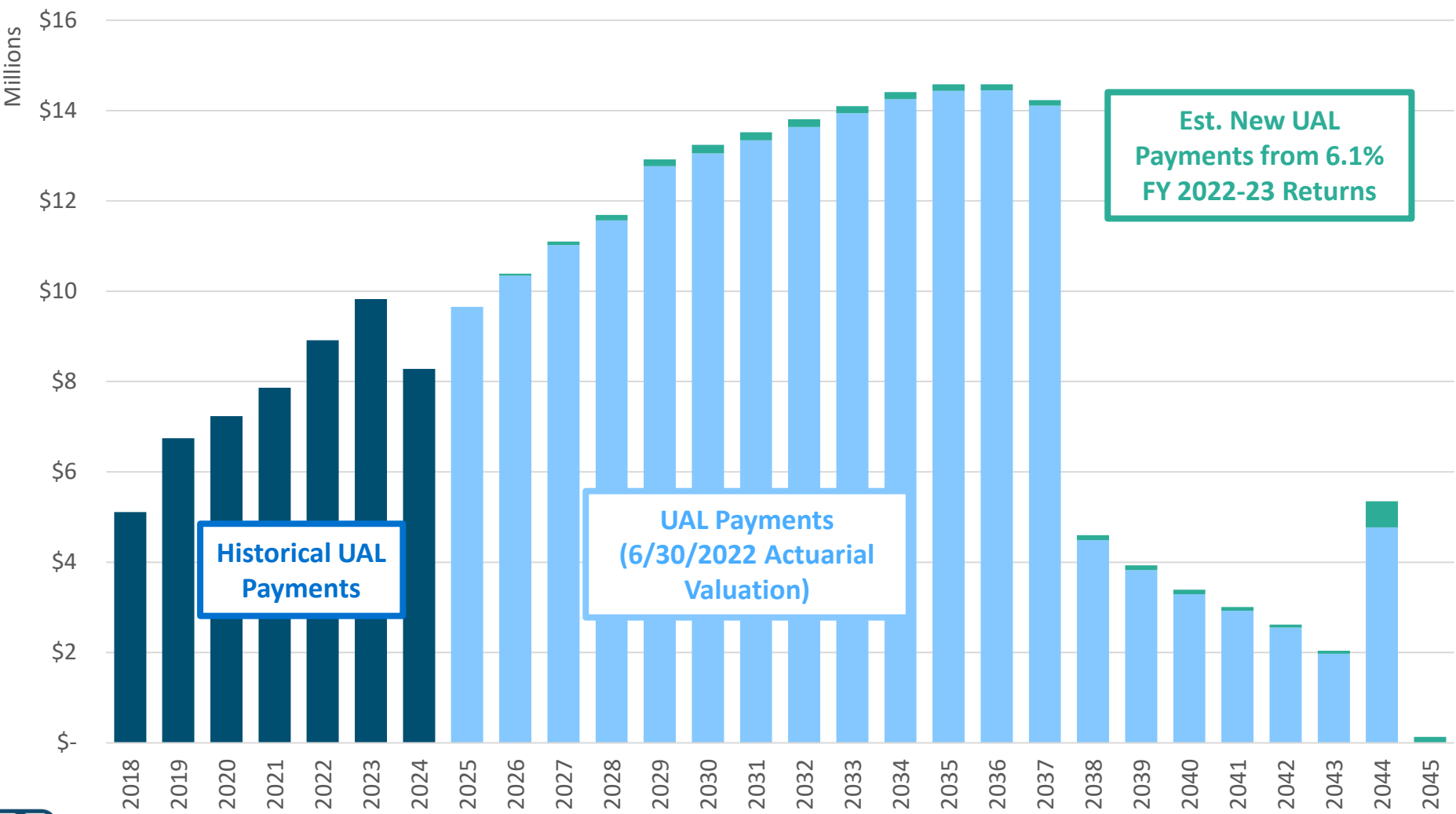


Source: CalPERS Actuarial Reports (6/30/2022 Valuation). CalPERS funding status not inclusive of any set-aside reserves for pension costs.

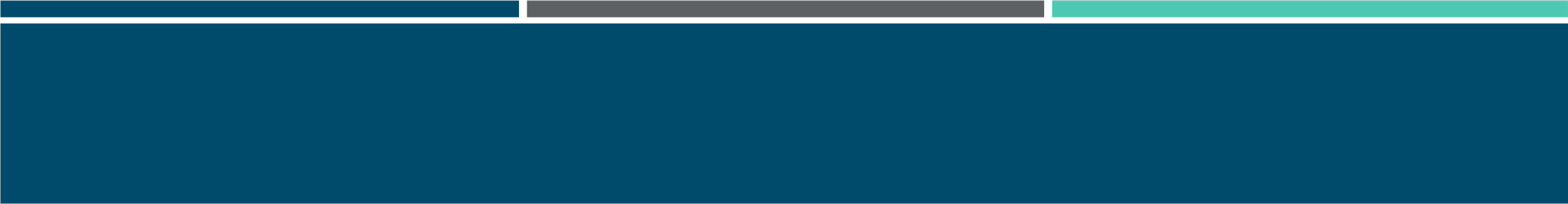


II. HISTORICAL AND PROJECTED CALPERS COSTS

Historical and Projected UAL Payment Schedule



Source: CalPERS Pension Outlook Tool & Actuarial Valuation Reports.
Assumes FY 2022-23 CalPERS Investment Returns of 6.1%, 6.8%
Investment Returns from FY 2023-24 onward.



III. POTENTIAL COST MANAGEMENT STRATEGIES

Cost-Containment Strategies – Not Mutually Exclusive

(1) Negotiate Cost Sharing With Employees



(2) Fresh Start Amortization offered by CalPERS



(3) Prepay UAL early in Fiscal Year ($\approx 3.3\%$ discount)



(4) Additional Discretionary Payments (ADP)



(5) Section 115 Trust



(6) Restructure All or Portion of Remaining UAL

Currently not
recommended;
Continue to monitor

City's Proactive Pension Cost Management Actions

■	June 2024	Proposed Establishment of Section 115 Trust
■	June 2022	\$5 Million CalPERS ADP (Miscellaneous Plan)
■	June 2021	\$10 Million CalPERS ADP (Safety Plan)
■	February 2017	Adopted Pension & OPEB Reserve Policy; Funded \$5 Million Reserve Fund
■	June 2016	CalPERS 20-Year Fresh Start (Miscellaneous Plan)
■	June 2015	CalPERS 20-Year Fresh Start (Safety Plan)

Use Cash Reserves: ADP

► Pros:

- Reduced future payments
- Reduced UAL / higher CalPERS funding ratio
- Broader, less restrictive CalPERS investment portfolio has potential for higher returns

► Cons:

- Re-investment and market timing risk
- No options for other investment portfolios
- Less budget flexibility

City has proactively managed future pension costs through ADPs to reduce the UAL and save on interest costs in 2021 (\$10M) and 2022 (\$5M)

Use Cash Reserves: Section 115 Trust

► Pros:

- Potential for increased investment returns vs. current General Fund reserves
- Longer-Term: Trust funds can grow over time and pay off full UAL in the future
- Short-Mid Term: Apply during challenging budget years or to “smooth” payment spikes
- Potential shock absorber for volatility from CalPERS investment performance & assumption changes

► Cons:

- Market risk

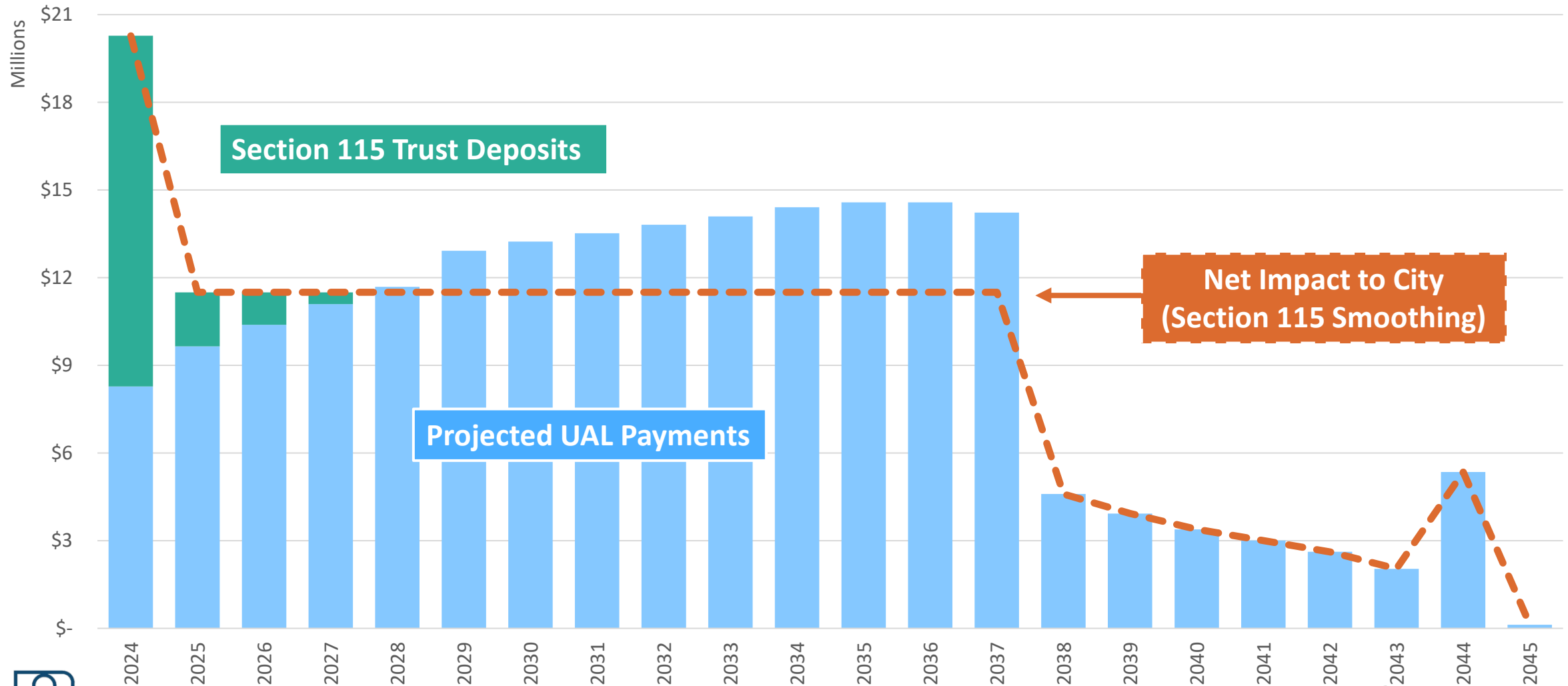
City currently has \$12.4 million balance in its pension/OPEB reserve that can be allocated toward funding a Section 115 Trust

Section 115 vs. CalPERS ADP Comparison

OPTION	Section 115 Trust	CalPERS ADP
Reduced UAL & UAL Payments with CalPERS	No	Yes
Reduced Pension Liability in Financial Report (ACFR)	No (Show up as an asset on the City's financial statements)	Yes
Control of Investment Strategy	Yes	No
Funds Managed By	Trust Administrator	CalPERS
Flexibility in Uses	Yes	No
Enhanced Budgetary Flexibility	Yes	No
Savings	Varies; Depends on when City utilizes funds to pay liabilities	Immediate; Length of time varies based on which amortization component is paid off

Section 115 Trust Strategy: UAL Payments Smoothing

“Smooth the Peak” and Stabilize Payments with Selective Withdrawals



*Assumes 6.80% Discount Rate, 6.1% FY 2022-23 CalPERS Investment Returns; 6.80% from FY 2023-24 onward. Assumes 4.50% Section 115 Trust investment returns. Reflects \$12M Section 115 Trust initial deposit in FY 2023-24 and additional deposits through FY 2026-27.

Potential Steps to Implement the Section 115 Trust

- 1 City determines preferred Section 115 Trust provider
 - 2 City Council adopts resolution (at future meeting) authorizing City to create a Section 115 Trust
 - 3 City sends signed copy of resolution to trust provider
 - 4 Trust provider sends set of signature-ready documents to City
 - 5 Trust provider coordinates meeting with City & investment manager to discuss investment options and select strategy, which will then support development of an investment policy
 - 6 City signs documents and returns to trust provider
 - 7 Trust provider works with trustee bank to establish account
 - 8 City makes contribution once account is ready
- ▶ **After the Trust is implemented, trust provider will conduct annual reviews (unless more frequently desired by the City)**

Actions to be Consider from City Council at Future Meeting Date

1. Adopt the Section 115 Trust with trust provider
 - ▶ Initial investment of \$12 million from pension reserve
2. Appoint the City Manager, Finance Director or designee, as the City's Plan Administrator for the Section 115 Trust
3. Authorize the City's Plan Administrator to execute the trust provider's legal and administrative documents on behalf of the City



IV. CONCLUSION

Conclusion

- ▶ Rising pension costs are a challenge facing most public agencies
 - ▶ Newark has taken significant steps in addressing this challenge in the past
 - ▶ City should conservatively plan for CalPERS underperformance
- ▶ City can consider establishing a pension Section 115 Trust to manage ongoing pension liabilities
 - ▶ Fund with initial deposit of \$12M from existing pension reserve
 - ▶ Potential for greater long-term earnings on funds than in LAIF
 - ▶ Ability to implement costs smoothing and augment budgetary flexibility versus ADPs