CITY COMMISSION MEETING AGENDA

CITY COMMISSION **DAYTON, OHIO** **DECEMBER 4, 2024**

6:00 P.M.

I. AGENDA SCHEDULE

<u>Please register to speak</u> on items 9, 11, and 13 with the Clerk of the Commission. (Sign-up sheets at the entrance of Commission Chambers.)

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager's Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager's Recommendations
11. Presentations: **N/A**
12. Public Hearing: **(See Section V)**
13. Discussion Item: **N/A**
14. Comments by Citizens - Please register to speak with the Clerk of Commission (Non - Calendar items) sign-up sheets are available in the lobby of City Hall
15. Comments by City Manager
16. Comments by the City Commission
17. Work Session: **N/A**
18. Miscellaneous **(See Section VI)**

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

<u>Service Agreements</u>

1. **AXON Enterprise, Inc. – Service Agreement** – for the FlockOS Advanced Package – Department of Police/Support Services. **$118,616.40 (Thru 12/31/27)**

2. **Baker Tilly Advisory Group, LP – Service Agreement** – for tax consulting services under the Inflation Reduction Act (IRA) associated with the Water Reclamation Facility Digester Improvements Project - Department of Water/Water Reclamation. **$1,773,500.000**
(Thru 12/31/28)

3. **The Ohlmann Group – Contract Modification –** to cover additional services to include videography and event support for the upcoming state of the City; facilitated sessions to help develop branding for the Mayor's peace campaign and other related activities – City Manager's Office. **$175,000.00**
(Thru 12/31/25)

4. **Montgomery County Board of Commissioners – Service Agreement –** for continuation of electronic monitoring services for all municipal courts within Montgomery County - Municipal Court. **$300,000.00**
(Thru 12/31/25)

B. Construction Contract:

5. **C.G. Construction & Utilities, Inc. – Award of Contract –** for the Belmont Area Water Main Improvements, Phase I (15% MBE Participation Goal/15% MBE Participation Goal Achieved) – Department of Water/Water Engineering.
$4,584,922.10
(Thru 01/31/27)

D. Development Agreement:

6. **IFF – Service Agreement** – for construction of a workforce housing development of approximately 260 housing units called "HoM Flats at Forest" – Department of Planning, Neighborhoods, and Development/Development. **$2,000,000.00**
(Thru 06/30/26)

IV. LEGISLATION:

Emergency Ordinance – First and Second Reading

7. **No. 32128-24** Amending Section 37.11(B) of the Revised Code of General Ordinances Relating to the Imposition and Collection of a Customer Facility Charge at the James

M. Cox Dayton International Airport, and Declaring an Emergency.

Emergency Ordinance – First Reading

8. **No. 32129-24** Authorizing the City Manager to Purchase Fuel Necessary to Maintain Operations for 2025 through 2035, and Declaring an Emergency.

Emergency Ordinance – Second Reading

9. **No. 32126-24** To Provide for the Issuance and Sale of Bonds in an Amount Not to Exceed Three Million Ten Thousand Dollars and Zero Cents ($3,010,000.00) for the Purpose of Providing Funds for Remodeling, Rehabilitating, Adding to, Furnishing and Equipping a Municipal Golf Course, Including Upgrading the Irrigation Control System, Upgrading Cart Paths and Renovating Clubhouses, Together with All Necessary Appurtenances; Authorizing and Approving Related Matters, and Declaring an Emergency.

Emergency Resolution – Second Reading

10. **No. 6840-24** Approving the Submission of a Grant Application for the State Fiscal Year 2025 Ohio Airport Grant Program to the Ohio Department of Transportation, Office of Aviation; Authorizing the Acceptance of a Grant from the State of Ohio Department of Transportation, Office of Aviation in an Amount Not to Exceed Five Hundred Thirteen Thousand Eight Hundred Sixteen Dollars and Zero Cents ($513,816.00) on Behalf of the City of Dayton, and Declaring an Emergency.

Ordinance – First Reading

11. **No. 32130-24** Revising the Fee Schedule for City Plan Board and Board of Zoning Appeals Applications and Repealing Ordinance 30712-08.

Ordinance – Second Reading

12. **No. 32127-24** Amending Section 152.02 of the Revised Code of General Ordinances Concerning Definitions of Public Nuisances.

V. PLANNING ACTION

A. PUBLIC HEARING:

Official Zoning Map Amendment **Case: PLN2024-00267**

Amending the Official Zoning Map to change the zoning of approximately 42 acres at the southwest corner of North Keowee Street and East Helena Street from Eclectic Multi-Family (EMF) to Open Space (OS) to accommodate recreational uses at Kettering Field.

VI. MISCELLANEOUS:

ORDINANCE NO. 32131-24

RESOLUTION NO. 6841-24

IMPROVEMENT RESOLUTION NO. 3599-24

INFORMAL RESOLUTION NO. 1014-24

BACK

City Manager's Report

FOR CITY COMMISSION APPROVAL

1.

From **6210 Police / Support Services**

Date **December 4, 2024**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$96,698.81 (thru 12/31/2027)**

Name **Axon Enterprises, Inc**

Address **17800 N. 85 St.**
Scottsdale, Arizona 85255

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6210-1411-71	$96,698.61

Includes Revenue to the City ☐ Yes ☑ No **Affirmative Action Program** ☑ Yes ☐ No ☐ N/A

Description

Service Agreement for Axon Air Fotokite

The Department of Police (DPD) seeks approval to enter into an Agreement with Axon Enterprise, Inc. (Axon) for the procurement of hardware, software, installation, and maintenance services for the Axon Air—Fotokite Sigma Mobile, Fotokite Connect License, Operator Training, and a 4-year extended warranty for two Fotokite tethered drones. This Agreement, with expenditure authority of $96,698.61, will begin upon execution and expire on December 31, 2027, and allows up to three additional one-year renewals.

The Axon Fotokite tethered drones offer DPD a versatile and reliable aerial solution to enhance situational awareness during critical incidents. These tethered drones provide continuous, real-time video feeds, empowering officers and command staff with a comprehensive view of unfolding scenes. Unlike traditional drones, Fotokite requires no dedicated operator and stays securely within FAA guidelines, allowing officers to remain focused on immediate tasks. They are equipped with secure transmission protocols, ensuring data integrity.

The Department of Law has reviewed and approved the Agreement as to form and correctness. A Certificate of Funds for $74,780.80 for expenses through December 31, 2024 is attached.

Signatures/Approval

Division E-SIGNED by Eric Henderson on 2024-11-27 10:48:19 EST

Department

City Manager C. LaShea Patton

Approved by City Commission

Clerk

Date

Updated 4/16/2024

CT24-4048

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department NO DRAFT DOCUMENTS PERMITTED

x New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	Upon Execution
Expiration Date	12/31/30
Original Commission Approval	$ 118,616.40
Initial Encumbrance	$ 74,780.80
Remaining Commission Approval	$ 43,835.60
Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ 43,835.60

Required Documentation

x	Initial City Manager's Report
x	Initial Certificate of Funds
x	Initial Agreement/Contract
	Copy of City Manager's Report
	Copy of Original Certificate of Funds

Amount: $ 74,780.80

Fund Code 10000 (Fund) - 6210 (Org) - 1411 (Acct) - 71 (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Axon Enterprise Inc.

Vendor Address: 17800 N. 85th St. (Street) Scottsdale (City) AZ (State) 85255 (Zip code + 4)

Federal ID: 860741227

Commodity Code: 99842

Purpose: Axon Air - Fotokite Sigma Mobile, Fotokite Connect License, Operator Training, and a 4-year extended warranty for two Fotokite tethered drone.

Contact Person: Meredith Weber x1099 Police/Support Services (Department/Division) 11/22/2024 (Date)

Originating Department Director's Signature: E-SIGNED by Kamran Afzal on 2024-11-22 12:44:02 EST

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Finance Director Signature — Date 11/25/24

CF Prepared by — Date 11/25/24 — CF/CT Number CT24-4048

Docusign Envelope ID: 4D73081E-557F-4425-A2A8-919E2A8F445D

SERVICE AGREEMENT

TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Sourcewell Contract #101223-AXN

This agreement ("the Agreement") is hereby made this ___ day of _____, 2024, by the City of Dayton (OH) ("City") and Axon Enterprise, Inc. ("Axon"). Collectively, City and Axon are the "Parties."

WHEREAS, the City is desirous of having Axon provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories, as herein described; and

WHEREAS, Axon is a party to Contract No. 101223-AXN with Sourcewell dated February 6, 2024, related to "Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories" (the "Sourcewell Contract"), which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Sourcewell Contract to the City at the same prices chargeable to Sourcewell; and

WHEREAS, the goods and/or services required by the City and that the City seeks to obtain from Axon are within the scope of the Sourcewell Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the Parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Sourcewell Contract for the goods and services detailed in the Quote attached hereto as Exhibit A and incorporated herein by reference (the "Quote").

2. In the event the term of the subscriptions specified on the Quote extends past the termination or expiration of the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement or the Sourcewell Contract.

This Agreement, together with Sourcewell Contract #101223-AXN, constitute the entire agreement between the Parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the Parties are merged into and made a part of this Agreement. To the extent that the terms of the documents conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

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Axon Enterprise, Inc.

Signed by:
Signature: Robert E. Driscoll, Jr.
55DAEBB131A4424...
Name: Robert E. Driscoll, Jr.
Title: Deputy General Counsel
Date: 11/21/2024 | 7:06 PM MST

City of Dayton (OH)

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

APPROVED AS TO FORM AND CORRECTNESS

E-SIGNED by Andrew Sexton
on 2024-11-22 11:16:18 EST
City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

_____, 2024

Min./Bk._____ Pg._____

_____
Clerk of Commission

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Sourcewell

Solicitation Number: 101223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services will perform in accordance with the manufacturer's specifications. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with Supplier's warranty process. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity in accordance with Supplier's warranty process.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract. For avoidance of doubt, if a Participating Entity order extends beyond the Contract's expiration or cancellation, in addition to the survival terms set forth in Section 1.B of this Contract, Supplier's Master Services and Purchasing Agreement (MSPA) shall also apply, governing the order until all obligations of both the Participating Entity and Supplier are fulfilled.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. The Supplier's Master Services and Purchasing Agreement (MSPA) attached hereto as Exhibit A is hereby added and incorporated into this Contract. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Axon Enterprise, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 55DAEBB131A4424...
By: _____	By: _____
Jeremy Schwartz	Robert Driscoll
Title: Chief Procurement Officer	Title: Vice President Legal, Associate General Counsel
Date: 2/6/2024 | 12:43 PM CST	Date: 2/6/2024 | 11:02 AM MST

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Exhibit A
Axon Master Services and Purchasing Agreement (MSPA)

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Master Services and Purchasing Agreement for Agency

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

1. **Definitions**.

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

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

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

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

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

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

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

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

7. **Warranty**.

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

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

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

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

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

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

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

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

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

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

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

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

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

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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

AXON:	**AGENCY**:
Choose an item.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

   a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

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

   c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

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

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

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

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

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

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

   b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

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

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

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

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

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

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

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

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

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

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

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

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 1[1]. 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.

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) • 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.

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**.

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

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

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

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

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 7 Appendix

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

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

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

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

TASER 10 Appendix

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

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

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

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

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.

   19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

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 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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.

Axon Evidence Local Software Appendix

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

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

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

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

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

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

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

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

5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

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

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

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).

VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

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

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

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

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

Axon Technical Account Manager Appendix

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

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Agency's Axon Evidence account** Connecting Agency to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Agency leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

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

   3.4. The Regional TAM service options are listed below:

Account Maintenance Conducting remote training on new features and **devices for Agency's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy Coordinating bi-yearly Voice of **Agency meetings with Device Management team** Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

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

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

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 United States. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

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.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name:	Axon Enterprise, Inc.
Does your company conduct business under any other name? If yes, please state:	AZ
Address:	17800 N. 85th Street Scottsdale, Arizona 85255
Contact:	Sales Ops
Email:	contracts@axon.com
Phone:	480-905-2000
Fax:	480-991-0791
HST#:	86-0741227

Submission Details

Created On:	Wednesday August 30, 2023 10:37:47
Submitted On:	Wednesday October 11, 2023 15:09:59
Submitted By:	Sales Ops
Email:	contracts@axon.com
Transaction #:	af6bb863-0ce1-46b3-8191-7a3da35d0e85
Submitter's IP Address:	69.207.124.95

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: • Axon Enterprise Holding Company, LLC, organized in the United States • Vievu, LLC, organized in the United States • Dextro, Inc., organized in the United States • Familiar Inc., organized in the United States • Mediasolv Solutions Corporation, organized in the United States • Axon Public Safety B.V., organized in the Netherlands • TASER Holland B.V., organized in the Netherlands • Axon Public Safety Canada, organized in Canada • Axon Public Safety U.K. Limited, organized in the United Kingdom • Axon Public Safety Australia Pty Ltd., organized in Australia • Axon Public Safety Germany SE, organized in Germany • Axon Public Safety Southeast Asia LLC, organized in Vietnam • Axon Public Safety Finland Oy, organized in Finland • Axon Public Safety India Private Limited, organized in India • Axon Public Safety Hong Kong Limited, organized in Hong Kong • Axon Enterprise Italia S.r.l., organized in Italy
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	TBW7MGPYURM7
5	Proposer Physical Address:	17800 N. 85th St. Scottsdale, AZ 85255-6311
6	Proposer website address (or addresses):	http://www.axon.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Driscoll 17800 N. 85th St. Scottsdale, AZ 85255-6311 bobby@axon.com 1-408-502-6257
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kenneth Maum 17800 N. 85th St. Scottsdale, AZ 85255-6311 kmaum@axon.com 1-315-251-5882
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich 17800 N. 85th St. Scottsdale, AZ 85255-6311 aforbrich@axon.com 1-301-356-5253

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER smart weapons, body cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Over this time, we have partnered with more than 7,500 law enforcement agencies to deploy tailored solutions designed to preserve transparency and truth. With 10 offices based in Arizona, Washington, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,000 employees continue to define smarter policing through the development of industry-leading technology solutions. We are Axon. Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing. All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are: BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing. AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination. WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity. OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow. JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision. EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves ands the best company we can be, if we can't offer and be given critical feedback.
11	What are your company's expectations in the event of an award?	If awarded a contract again, Axon will continue to actively include Sourcewell in our marketing efforts as an option to our customers.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Axon is a public company and our latest annual report (2022) is attached. Expected annual revenue for 2023 is approximately $1.5B USD. Axon signs long-term contracts and a large portion of our revenue is from subscriptions, providing a very stable financial base. Further information can be obtained at: https://investor.axon.com/.
13	What is your US market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.

14	What is your Canadian market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. Canada is not separately tracked, but generally mirrors the US. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Axon has never petitioned for bankruptcy protection.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) N/A b) Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a "business mindset," that enables them to understand complex challenges and present solutions that might solve these. They are employees of Axon Enterprise, Inc. Some sales representatives work from our main office in Scottsdale, AZ and others work throughout the United States and globally. Regarding services, Axon Professional Service employees support and install the majority of our products. Axon utilizes ProLogic for some aspects of installation of our Axon Fleet and Axon Interview solutions. Axon handles technical support and repairs for all of its manufactured products

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	AXON EVIDENCE Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence. • CJIS Compliant • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud • CALEA Standard 17.5.4 Compliant • SOC 2+ Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (PATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level. Axon's Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation. AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards. • UL1642 • UL2054 • IEC 62133 AXON FLEET • The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947. • Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States. • Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant. • Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006. • The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054. • Axon Fleet batteries are UL 1642 compliant. QUALITY ACCREDIDATIONS MANUFACTURING • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. • ISO 14001 - Environmental INFORMATION SECURITY • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Axon has not been suspended or disbarred in the past ten years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	• Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon • In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. • Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019. • In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.
20	What percentage of your sales are to the governmental sector in the past three years	50%
21	What percentage of your sales are to the education sector in the past three years	4%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	• Sourcewell Contract #010720 AXN: $775M+ • Texas BuyBoard 603-20 (CEW only): $15M+ • City of Charlotte CCPA Contract 2022000665: $25M+ • League of Oregon Cities (fka NPP) Contract No. PS20270: $110M+ • New York State Police Contract No. PA01857: $595K+ • State of Arizona No. BPM002192/CTR049284-1: $10M+ • State of Delaware PA for LOC Contract No. GSS20808-TASERS: $90K+ • State of Kansas Contract No. 42523: $4M+ • State of Michigan Contract No. 071B4300067: $4M+ • State of Minnesota Contract 199111: $1M+ • State of New Jersey T0106/17-FLEET-00738: $95M+ • State of Oregon CEW Contract No. 8913: $400K+ • State of Pennsylvania Contract No. 4400019257: $18M+ • Washington State DES Contract No. 04220 for CEW: $960K+ Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Burbank Police Department, California	Jason Miller	1-818-238-5096
Gilbert Police Department, Arizona	Noah Baker	1-480-635-7326
Avondale Police Department, Arizona	Lt. Mathew Hintz	1-623-333-7302

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Fort Worth Police Department	Government	Texas - TX	Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms	Approximately $200K - $66M	Approximately $68M+
Fort Bend County Sheriff's Office	Government	Texas - TX	483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP	Approximately $50K – $17M	Approximately $22M+
Manatee County Sheriff's Office	Government	Florida - FL	550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited	Approximately $1M – $3M	Approximately $17M+
Travis County Sheriff's Office	Government	Texas - TX	287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room	Approximately $100K – $13M	Approximately $15M+
Grand Prairie Police Department	Government	Texas - TX	OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users	Approximately $19K – $12M	Approximately $14M+

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

26	Sales force.	Axon directly employs approximately 250 employees in sales-related positions who are committed to selling and delivering service to Sourcewell entities across the US and Canada. Our sales resources are spread throughout the US and Canada. This ensures that we have qualified Axon employees close to our customers in order to conduct site visits, demonstrations, or to check on customer satisfaction. Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed. All sales representatives have access to the Sourcewell contract via our Salesforce system. Our hiring process is designed to find the highest caliber employees to help us achieve our mission. We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a "business mindset," that enables them to understand complex challenges and present solutions that might solve these. Axon's hiring process intends to identify candidates who can do this effectively. It's our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters or, as our workforce expands geographically, are invited to participate in multiple on-line interviews. During this process, they meet approximately five senior members of the Axon team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate's potential fit as a representative of the company, on law enforcement's behalf. If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they're going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. The Axon organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.
27	Dealer network or other distribution methods.	Axon does not sell the video solutions that are the subject of this RFP in the US or Canada through distributors.

28	Service force.	Axon employes approximately 145 in customer support positions who are committed to providing Sourcewell entities with post-sales and post-deployment support. Axon has a full customer and technical support division available 24 hours a day, seven days a week. The Technical Support team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices. REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at https://returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy. CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in country Customer Success Manger (CSM). This is determined on the size and location of the customer; Currently the CSM team is operating within the United States only. The team is being expanded, but we do not have an estimated time of implementation in Canada. The CSM will have comprehensive knowledge of a customers' solution and its components, including any applicable custom integrations. The CSM will be available to offer support and escalate any issues or concerns as needed.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Axon will process orders from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products. The ordering is simple and primarily follows a process where the customer will contact an Axon sales resource. The sales resource will use pre-defined Sourcewell skus in Salesforce to request a quote from our internal quoting department. The department will create a quote using the pre-approved pricing and release the quote to the sales resource. The sales resource will either provide the quote directly, or will work with the Axon Proposal Team to deliver the offer. The entire process is tracked within Salesforce. Quarterly, our internal Sourcewell resource runs reports from Salesforce and uses this data to prepare and submit quarterly reports to Sourcewell.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers can initiate live phone support 24 hours a day, seven days a week by calling the support center at +1-800-978-2737 (extension 2), or via email at Support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem. Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity. The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT • Advanced Product trouble shooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day. The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month. Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Axon is willing to provide all included products and services to Sourcewell participating entities in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Axon is willing to provide all included products and services to Sourcewell participating entities in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no restricted areas in the United States or Canada for the proposed contract.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will serve any participating sectors for the proposed contract.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements related to Hawaii or Alaska for this contract.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a current Sourcewell contract holder, Axon already has programs in place to educate staff and perspective customers on the appropriate use of the contract mechanism. Our sales team is our primary link to customers and our best path for marketing cooperative contract benefits to our customers. Our sales teams favor cooperative contracts because they simplify the sales process. We focus education internally on our sales and contract teams. All sales staff are trained on the availability and use of cooperative contracts. This is done through sales training and webinars, and the contracting process is built into our tools, such as Salesforce . We are also expanding our internal resource guides specifically with information on cooperative contracts. This tool provides sales teams with information on all our cooperative contracts, including availability dates, authorized users, price lists and relevant terms and conditions. The tool also includes the public links and information that can be provided to customers to improve their awareness and tie them directly to cooperative resources, such as Sourcewell. Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative. We have also run public webinars to educate potential customers on different buying options. Cooperative Contracts Webinar (axon.com). We actively recruit staff, including legal staff, with knowledge of cooperative contracts. This is another way of expanding the visibility both internally and externally https://www.axon.com/job/5738892003.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Axon uses a variety of technologies to enhance our marketing effectiveness. This includes visibility on various platforms such as LinkedIn, where we leverage both text and custom videos to inform customers of new products and to demonstrate thought leadership. In addition, we maintain a detailed website where both current and prospective customers can access detailed information, including product sheets, training materials, event schedules, and detailed user documentation. Our Salesforce database provides detailed information on customer buying habits, prospective opportunities, and actions taken. It is integrated with our purchasing processes to ensure a smooth connection between sales and ordering processes. Axon provides on-line and in-person demonstrations of our products, attends trade shows, and has a travelling road show where people can get detailed information and hands-on access to our products. Some of these more traditional technologies are still the most effective ways to reach customers.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative. Because we already have a Sourcewell contract, the foundation for integration is already in place. Upon award of a new contract, we will announce it to our sales teams, and update SFDC to ensure that any new pricing or terms are available to the sales teams. We will also update any training as needed to reflect the new contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Axon provides an ecommerce site that requires an authorized login and purchase eligibility to access. The ecommerce site acts as another 'ingestion point' for orders. The platform is intended to make ordering faster, easier, and more efficient. The site customizes product visibility and includes contracted pricing for each agency. We allow authorized customers to pay by credit card. With prior authorization by both an agency and Axon, we will also allow Purchase Orders/Invoices. After the order is placed, it is processed as any other order would. The e-procurement site is generally used for small add on products. Most government and education customers work directly with sales representatives for more complex projects.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a standard part of all Axon programs and is included in the base cost of the program. Training Overview Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these sessions. One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions. Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users. The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class. Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately. While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of different customers. Additional Training Resources and Continued Learning

		Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn: ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras). Training content is developed and maintained by Axon subject matter experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.
41	Describe any technological advances that your proposed products or services offer.	Axon Body 4's integration with the Axon Ecosystem enables dispatch and command staff to gain real-time situational awareness of events in the field through Axon Respond. Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications. This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified. A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support. A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond. These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment. Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps. ALPR INTEGRATED ALPR OVERVIEW Axon Fleet 3 revolutionizes daily patrol by fully integrating ALPR and evidence cameras into a single unit. This addition enables communities to make the most of ALPR coverage and helps identify more offenders, missing persons, and stolen vehicles when patrolling your communities. Though most U.S. law enforcement agencies already use ALPR technology today, the cost to deploy and outfit an entire fleet of patrol vehicles can be very expensive. Fortunately, Axon Fleet 3's level of integration changes the economics of ALPR. There is no additional installation required to enable ALPR meaning no additional equipment, drilling of holes, external mounting of hardware/cables, or complicated camera aiming/calibration processes. HOTLISTS The ALPR process starts by setting up hotlists within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for, or potentially associated with unlawful activity or missing persons. They often fall into the following categories: A list of license plates or vehicles known to be stolen A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc. A list of license plates or vehicles with administrative issues such as unpaid vehicle

		registration, unpaid traffic fines, etc. Hotlists are then sent to the Axon Fleet 3 vehicles via incremental updates when changes are made. Typically, if a plate is added to a hotlist, the hotlist is updated in all Axon Fleet 3 vehicles within minutes if they are on and connected. ALPR DETECTION Axon Fleet 3's ALPR technology will activate once the in-car system is booted up. As long as the Axon Fleet 3 in-car system is powered on, the ALPR technology will continue to operate even if the Axon Fleet Dashboard application is not running or the MDC is powered off. The Dual-View Camera leverages built-in 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet (15.2 meters) in distance, at a closing speed of ~140 MPH (~225 km/h). Plate reads and hits are encrypted and stored on the Axon Hub and securely uploaded to our CJIS-certified cloud storage. ALPR ALERTS Axon's ALPR is accessible from the Axon Fleet Dashboard application that runs on the MDC. Users can easily navigate between ALPR and in-car video workflows. Once the camera makes a plate read, plates are compared to agency hotlists and, if there is a match, an alert is generated and presented on the MDC via the Axon Fleet user interface for officer disposition. Our ALPR technology will alert the in-car system less than one second after a plate is read. If multiple plate reads or hits happen at the same time, all plate reads and hits will be saved, but the highest severity read or hit will be prioritized for an alert. Once an alert is detected and confirmed as correct, the Axon ALPR system will copy the plate number to the Windows clipboard so that it can be easily pasted into and validated by a CAD application. This seamless integration between systems helps improve workflows and efficiencies through an intelligent ALPR system. RESPONDING TO ALPR ALERTS Using the Dashboard application on the MDC, users can quickly review and act on notifications populated when a plate number appears on an agency's hotlist. If a plate number activates a notification, users can review the hotlist source, offense category, additional vehicle details, and verify the accuracy of the plate read. Officers can record an action taken on a particular hit, whether that be a warning given to the driver, a citation being issued, or an arrest being made. FLOCK ALPR INTEGRATION Axon has a proven integration with the FLOCK ALPR system. Users of the FLOCK Safety system will have an integration that allows the Look Up interface to search information in Axon Evidence.		

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including U.S. EPA and O.S.H.A. standards. Axon is certified to ISO 14001. Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors. Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible. Other green initiatives in the building include in-house recycling and the use of variable frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity. 5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible. Examples are: • Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product • Replacing the gluing system with a less hazardous two-component epoxy In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable. • Use of corrugated materials exceeding 35% post-consumer recycled content • Use of other packaging materials that contain recycled content and are recyclable in most local programs • Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable • We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering • To minimize packaging waste on larger orders, 'bulk packaging' was developed • We also employ packaging take-back services and shipping carton return • We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following. • Corrugated boxes are broken down and processed for recycling • Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives • Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment. • We are compliant with laws pertaining to
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Axon is certified to ISO 14001. Axon also utilizes a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. The datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Axon does not hold any WMBE, SBE, or veteran-owned business certifications.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe. Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include: • London Metropolitan Police Service, London UK • Los Angeles, CA Police Department • Calgary Police Service, AB • Charlotte-Mecklenburg, NC Police Department • Fort Worth, TX Police Department • Dallas, TX Police Department • San Diego, CA Police Department • Baltimore City, MD Police Department • Baltimore County, MD Police Department • Memphis, TN Police Department • Washington, DC Metropolitan Police Department • Denver, CO Police Department • Cincinnati, OH Police Department • Atlanta, GA Police Department Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching $76.9 million, $55.4 million, and $30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions. As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations affecting the communities they serve. Axon is proud to be a part of the following associations. • The International Association of Chief of Police (IACP) • The Major City Sheriff's Association (MCSA) • The National Organization of Black Law Enforcement Executives (NOBLE) • The FBI National Academy Associates (FBINAA) Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes: • Notifying customers of Important firmware and hardware updates, identifying bugs, and addressing general issues • Fulfilling hardware refreshes and deployment of new equipment • Conducting Quarterly Business Reviews with customers • Identifying important customer feature requests Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA). NON-AXON MANUFACTURED PRODUCTS For some solutions we are authorized resellers of hardware (Cradlepoint routers for Axon Fleet, Axis cameras for Axon Interview, etc.). Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty, which has been included in the uploaded attachments .	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, our warranties do not cover the expense of technicians' travel time or mileage to perform warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Axon will troubleshoot third party devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer. Axon solutions require minimal third-party hardware, limited primarily to commercial-off-the-shelf (COTS) computing devices such as routers, servers, and hard drives. Additionally, some solutions such as Axon Interview rely on third party cameras and tablets which are also COTS.	*
51	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges or returns except on failed items. Please see our MSPA for full details.	*
52	Describe any service contract options for the items included in your proposal.	Please refer to the included MSPA.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Axon does not providing leasing or financing options. We do have a provision in our MSPA that allows for cancellation by an agency if sufficient funds are not approved.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response."	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Axon can process via P-card if necessary but prefers ACH payments whenever possible.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Axon is proposing a Schedule Discount for Sourcewell Members, including quantity discounts. See question #58 for additional detail.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Axon is proposing the following discount schedule based on order quantity. This discount schedule applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section. Quantity: 1 • Customer Discount % off MSRP: 0.00% Quantity: 2-99 • Customer Discount % off MSRP: 1.00% Quantity: 100-249 • Customer Discount % off MSRP: 3.00% Quantity: 250-499 • Customer Discount % off MSRP: 5.00% Quantity: 500-999 • Customer Discount % off MSRP: 7.00% Quantity 1000+ • Customer Discount % off MSRP: 10.00%
59	Describe any quantity or volume discounts or rebate programs that you offer.	See question 58.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Axon generally sells at the sourced party's MSRP. Discounts may be applied on a case-by-case basis.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All standard costs, such as those for professional services like installation and training, are included in standard pricing.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping and delivery are included in our costs.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery are included in our costs.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping upon request.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Axon utilizes Salesforce as our CRM tool and Microsoft Dynamics AX as our enterprise resource-planning tool. Salesforce has the Sourcewell contract skus built in. A salesperson requesting a quote for a Sourcewell contract must use these skus, and our formal quoting team creates the quote, adding a further layer of review to ensure that the quote is produced correctly. Quarterly, our Sales Operations team runs standard reports to review all prospects that closed during the prior quarter using a cooperative contract. This information is confirmed within our resource planning tool to ensure that any prospects that have closed, but not yet shipped are accounted for. The collected information is used to calculate the administrative fees owed to Sourcewell.	
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Axon will track the following internal metrics to measure success with the contract: • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The Length of time it takes to update the contract after new products/services are announced by Axon.	
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Axon proposes 1.05% on all equipment, products and services to all participating entities.	

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A summary description of the offered products is included as a response to this question. Detailed solution descriptions for each product have been included as attachments. Capturing Evidence Axon Body 4 The Axon Body 4 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1440p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four-built in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency. The Axon Body 4 camera is compatible with an easily integrated point-of-view camera called the Axon Flex POV module. Without having to register, assign, or charge the accessory before use, an officer can simply plug the Axon Flex POV module into the Axon Body 4 and begin capturing the same quality evidence from a different vantage point. With this accessory, agencies no longer have to decide between deploying a body-worn camera or a point-of-view camera; they can have both. Camera Features and benefits A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments. A LONG-LASTING BATTERY that is capable of providing approximately 14 hours of battery life under normal usage. A LARGE INTERNAL STORAGE CAPACITY of 128 GB to house captured video files A MAGNETIC FAST CHARGE DISCONNECT CABLE that allows officers to rapidly charge their cameras from the patrol vehicle and falls off when they need to	

leave the vehicle at a moment's notice.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application. This includes future support for bi-directional communication in the field.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as a firearm being removed from a holster equipped with Axon Signal Sidearm.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Axon Body 3
The Axon Body 3 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1080p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four built-in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency in the field.
AB3 Features and benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such TASER being armed.
A LONG-LASTING BATTERY that is capable of providing 12 hours of battery life under normal usage.
A MOBILE CHARGING OPTION that allows officers to charge the camera from their patrol vehicle via a USB-C cable.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Fleet 3 with ALPR
Axon Fleet 3 is an in-car video system purpose-built to capture audio and video within and outside of the vehicle. Axon Fleet 3 offers comprehensive evidence capture so that incidents are accurately documented. Evidence captured by the system is stored on the Axon Hub and offloaded to Axon Evidence via LTE or Wi-Fi connections.

The system features Automatic License Plate Recognition (ALPR) technology that is integrated into the same camera housing to quickly gather information tied to plate reads. The hardware for ALPR is included, and THE CITY can request activation of the ALPR service in the future if desired.
Features and Benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in a range of temperatures.
CONTINUOUS SYSTEM POWER FROM THE PATROL VEHICLE'S ENGINE that keeps the system running while the ignition is switched on.
BACK UP BATTERY POWER for up to 30 minutes once the ignition is switched off.
A BUILT-IN ALPR CAMERA with 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet in distance, at a closing speed of ~140 MPH.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY that allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a livestream feed over an LTE connection to Axon Evidence or a mobile application.
EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

activate cameras if a particular action is taken—like a door being opened or a weapon rack being unlocked, as well as connectivity with the Axon BWCs.
VIDEO RECALL FEATURE that allows for recovery of 24 hours of video footage if a device was not recording at the time of an incident.

Axon Signal Sidearm
Axon Signal Sidearm is a smart sensor that attaches to a firearm holster to remotely activate Axon body-worn and in-car cameras. When a firearm is removed from the holster, the Axon Signal Sidearm device transmits a signal for up to 30 seconds to activate Axon cameras up to 100 feet away. The device can be configured to activate recordings of Axon body-worn cameras or Axon Fleet in-car cameras, leading to better coverage of critical events.

Axon Respond+
Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.
This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.
Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.
A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.
A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.
These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

Axon Community Request+
Axon Community Request is a tool built to securely request evidence from community members for ingestion into Axon Evidence. Axon Community Request can be used by officers in the field to collect video and audio evidence from witness or victim cell phones, or from surveillance video. Community members can then access the portal link and upload any evidence they have related to the incident in question, greatly simplifying the evidence collection process.

Axon Interview Room
Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup.

Axon Device Manager
The Axon Device Manager mobile application assists agencies deploying large numbers of devices by enabling administrators to complete device management tasks for one or multiple Axon devices in seconds. Axon Device Manager transforms device management processes by starting with the devices themselves, instead of an inventory search and armory or storage room visit.

Managing Evidence
Axon Evidence
Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system.

Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence.
Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.
Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or "capture" aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the "capture to courtroom" workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.
Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.
Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. Unlimited storage
Our Axon OSP package includes unlimited storage for all evidence—including Axon-generated footage, third-party footage, and anything else that can be stored in Axon Evidence. With unlimited storage, your agency will be equipped to make Axon Evidence your single destination for storage of your most critical evidence, without having to worry about storage overages or additional fees.
Third-party video support
The Axon Evidence third-party video playback feature automatically converts and plays videos not supported by the default video player. Officers and investigators will save time when ingesting video of a non-standard file type, as the feature automatically converts and plays more than 1,000 file types and their variations, with new file types added regularly and directly from customer requests.
Auto-transcribe
Axon Auto-Transcribe is a tool in Axon Evidence made up of two modules: Review Assistant and Transcription Assistant. Investigators can use Review Assistant to accelerate their review of evidence by generating a searchable, time-synced transcript of the evidence's audio. This allows a user to click on a word spoken in the evidence file and be immediately taken to that point of the video. Transcription Assistant generates a transcript of an entire video via AI. An investigator can use Transcription Assistant to speed up the process of creating a transcript by correcting any errors in the AI-generated transcript, rather than typing a transcript from scratch.
Auto-tagging
The Auto-Tagging service takes information directly from your CAD or RMS solution and correlates it with the associated videos stored in Axon Evidence. Your officers will no longer need to manually tag their body-worn and in-car camera recordings or double-check manual entries for errors. Administrators can rest easy knowing that the metadata from your CAD and RMS systems are correlated via auto-tagging with custom retention categories in Axon Evidence, making proper evidence retention simple.

Axon Records
Axon Records is a cloud-based database application, that is intended to help improve incident reporting based on customized forms and automation tools. Axon Records is fully integrated with Axon Evidence, as well as other devices in the Axon Ecosystem, such as body-worn cameras and TASER energy weapons.
Axon Records is designed to make report writing more efficient, and submission and review processes faster, by generating information from the Axon Ecosystem of connected devices and software. Direct access to Axon Evidence allows users to seamlessly attach digital evidence from TASER devices, cameras, and citizen smartphones to an incident. Axon Records reports are collaborative in nature and can be shared with involved officers, partner agencies, and prosecutors. Cases developed in Axon Records are automatically created in Axon Evidence.
With this connectivity, agencies can access agency-wide data that can be reviewed and imported into Axon Records' reporting modules, thus offering improved efficiency, and helping to ease your administrative burden.

Axon Investigate
Axon Investigate is a forensic platform for everything video related, with a trackable set of tools which allow users to quickly overcome challenges seen with modern video and multimedia evidence streams. Users can easily convert files to playable formats in bulk and manage multiple video sources in a single project.
Additionally, the tools in Axon Investigate Pro assist with video analysis, including multi-clip time syncing and stitching, video enhancement, narrative report creation, and court demonstratives. To accomplish these goals, Axon Investigate uses workflows—a combined set of processing steps—to forensically interrogate the media files.

Improving Performance
Axon Performance
Axon Performance is a module within Axon Evidence that provides two capabilities: reviewing individual evidence entries and managing overall performance.
Axon Performance is designed to reduce the amount of time field supervisors spend reviewing compliance with agency policies and programs. With Axon Performance, agencies streamline the supervisor review and enable supervisors to deliver tailored personnel training and feedback to ensure that teams are operating within agency guidelines and policies.
While using Axon Performance, supervisors or managerial-level staff can review electronic evidence, leave feedback on findings to be added to the Audit Report, and add inspection notes all within the Review pane.
As shown below, Axon Performance provides an easy-to-use interface to review video and mark pre-defined items, as well as enter more descriptive notes.
Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.
Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.

Axon Standards
Axon Standards is an internal affairs tool in Axon Evidence that assists with report writing and tracking of officer-involved events such as use-of-force, injury, or pursuit incidents. Supervisors, Professional Standards, or Internal Affairs (IA) units can streamline their report writing duties by having direct access to any associated digital evidence and take advantage of predictive typing, task delegation, and data management features. System administrators can create custom forms specific to an agency's policies, design routing and approval processes to match your workflows, and create automated alerts so that reports are not bottlenecked for review.
With Axon Standards, users can also access interactive reports to help provide data-driven insights and quicker investigative outcomes. These reports can help supervisors and leaders in the chain of command to thoroughly investigate staff-involved incidents, ultimately leading to better transparency amongst the community

Axon My90
My90 is a comprehensive engagement tool that helps law enforcement leaders conduct surveys, capture data, and display the results. My90 collects, de-identifies, and aggregates the survey responses to identify trends, surface positive feedback, and find specific opportunities for improvement. My90's offers three types of surveys:
- POST-CONTACT SURVEYS – Text or web-based surveys automatically sent to 911 callers to evaluate their interaction with officers
- COMMUNITY SURVEYS – Sent to the general population either in-person or online using QR codes and URLs to gauge community-wide sentiments
- EMPLOYEE SURVEYS – Short "pulse surveys" sent to agency staff via text message, email, and the web to evaluate morale or staff burnout
-

Training
Axon Virtual Reality
Axon Virtual Reality (VR) Training is an immersive training program that uses virtual reality hardware and software to enhance officer performance, critical thinking, and de-escalation skills. The solution is fully wireless and is made up of VR headsets, controllers, tablets, and integrated software.
Axon VR Training allows training at the station or a remote location, with its quick set-up experience and minimal amount of hardware. The solution has a small form factor, meaning there is no longer a need for a training room dedicated to housing cameras, truss systems, backpacks, or computers. Axon VR Training is very portable, and no complex room calibration is required.
The innovative Axon VR Training software is comprised of three core elements: Community Engagement Training, Simulator Training, and Axon Academy.

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For video surveillance, our products generally fall into the categories of: - Body-worn cameras - In-vehicle camera solutions - Interview Room solutions - Digital Evidence Management Systems

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	(•) Yes ( ) No	Axon's offer includes the Axon Body 3 and Axon Body 4 body-worn cameras, as well as the Axon Fleet 3 in-vehicle camera solution. These products, and the mounts below, are described in answer 69 and detailed product sheets are attached. The Axon Body 3 and 4 cameras are self-contained audio-visual unit with no external wires. The cameras utilize a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Whether officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy.
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	(•) Yes ( ) No	Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two

				cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. Axon can build custom interview rooms to meet your specific needs. Available options include: Overt and Covert Cameras Covert Camera Enclosures Microphones Physical or Virtual Recording Servers Touch Panels Software application for workstations POE Switches Point-to-zoom cameras In-room remote viewing indicator lights Motion-detector camera activation Button-Push / Toggle switch camera activation Detectives responsible for conducting interviews will have access to an easy-to-use solution that will reliably capture crucial statements and important body language. This evidence can then be reviewed later and used when building a case. The system is controlled with touch panels that are pre-installed with Axon Interview software. With a simple tap of the screen, detectives can start an interview from either inside or outside of the interview room. The touch panel also unlocks time-saving workflows that can be leveraged during an interview—such as metadata entry to make evidence management easier, audio/video masking to protect individual privacy, note-taking tools, and bookmarking features to flag points of interest in an interview for later review. Additionally, command staff or other personnel can keep track of interviews as they happen through Axon Interview's Live Streaming application. The personnel can view multiple rooms at once and add notes and markers to an interview in progress. For security, access to interview rooms via livestream can be password protected. Features and benefits REDUNDANT ON-PREMISE STORAGE SERVERS to prevent the loss of critical evidence if a connectivity issue were to occur prior to uploading to the cloud A CONTINUOUS RECORDING BUFFER that temporarily stores audio and video to local servers, which allows agencies to retrieve evidence if a user forgot to start a recording A SECURE EVIDENCE UPLOAD PROCESS TO AXON EVIDENCE that protects the chain of custody and offers cloud-based storage	

73	Video capable threat and weapons detection.	(•) Yes ( ) No	The Fleet 3 in-vehicle camera solution offers integrated Automatic License Plate Recognition technology. This technology can be used in combination with pre-defined criteria to alert based on a number of factors, such as a vehicle being stolen, or as part of an active search.
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	(•) Yes ( ) No	Axon Signal technology utilizes Bluetooth to activate nearby cameras in certain situations. This can be based on activating a TASER, withdrawing a weapon armed with Axon Signal Sidearm, and a variety of 12-volt signals in the vehicle, including, for example, activating sirens, a crash, or opening doors. Certain Axon Interview cameras can be configured to activate based on motion.

75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	(•) Yes ( ) No	Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence. Please see the attached solution description for detailed information on Axon Evidence. Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions. Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or "capture" aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the "capture to courtroom" workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow. Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser. Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features.

76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	(•) Yes ( ) No	Docking stations The Axon Body 3 cameras are compatible with two types of docks—an 8-bay Dock and a 1-bay Dock. Each dock is designed to charge the camera or cameras, and provide a connection to our DEMS, Axon Evidence, to securely upload evidence and receive the newest operating system updates or configuration changes. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a images and specifications. Each dock function as an Ethernet adapter, an unmanaged network switch, and charger. All Axon Body 3 cameras are compatible with any Axon Body 3 Dock. All that is required to install an Axon Body 3 Dock, is the supplied Ethernet cable, an active internet port that connects to your network, and the included power cord. Upload rates average 30 MBPS withing a dock. Each time the Axon Body 3 camera is docked, the time is automatically checked and reset. The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody. The timestamp can be displayed in local or UTC. Axon also provides an option for Wall Mount Brackets, which were designed to minimize the device-storage footprint, as well as provide easy access to your device(s). The docks are typically mounted at an angle to help keep devices connected and operating lights visible. Mounts The Axon Body 3 camera is a self-contained audio-visual unit with no external wires. The camera utilizes a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a detailed list with images of all mounting options. Whether your officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With	

			either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy. Axon Body 4 Point of View Module The Axon Body 4 camera offers an easily integrated point-of-view camera called the Axon Flex POV Accessory. The Flex POV module does not require charging or offload. When a Flex POV module is connected, Axon Body 4 will buffer and record from the POV module perspective. When the POV module is disconnected, Axon Body 4 will automatically switch back to the Body Worn Camera perspective. When a Flex POV module is connected to a user's camera for the first time, Axon Body 4 will prompt the user to set the POV orientation. The orientation of the POV module can be determined using the letter on the top of the POV module when mounted. Once set, orientation can be updated using the camera menu. Axon Body 4 Quick Disconnect Charger While the Axon Dock is the primary means of charging, the Axon cameras can be charged by any electrical charger with a USB connector. The Axon Body 4 uses a USB 3.0, Type-C receptacle. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source. The Axon Body 4 also includes a magnetic disconnect charger for additional ease of charging.
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	(•) Yes ( ) No	A successful program depends on the ease of implementation and the experience of the deployment team. Axon's Professional Services (PSO) team includes experienced professionals who have completed hundreds of deployments covering hundreds of thousands of cameras, as well as the supporting evidence management systems. Axon's PSO, data migration, training and Fleet installation teams have extensive experience helping agencies of all sizes implement their body-worn and in-car camera programs. By offering dynamic deployment plans, experienced deployment teams, and a solution developed in-house specifically for public safety, Axon is uniquely positioned to provide customers with an effective deployment, training, and

				support experience. With Axon, customers receive a full solution, mitigating the project and support risks associated with having multiple, different suppliers. Axon has the manufacturing capability, financial capacity and skilled and available workforce to ensure that a program is successful. Our reputation for going above and beyond to ensure that our customers are not only satisfied, but successful with our products is well known throughout the industry, and we invite all customers to validate this with objective resources. By having our staff complete installations, customers can expect project alignment, with end users gaining a more complete picture of the features and functionality of the solutions. Our PSO team is trained specifically to install our proprietary solutions, meaning customers will benefit from having installers with the most up-to-date product information, product training, and installation techniques. Many of our PSO implementation specialists joined Axon directly from law enforcement and were responsible for planning and managing similar projects in their former law enforcement roles. This real-world experience is an invaluable resource and allows them to predict and overcome potential challenges as well as effectively collaborate with command and IT staff. Our staff can also offer guidance on custom workflows and processes to help use your body-worn and in-car cameras and DEMS effectively and in compliance with local laws and statutes. When selecting a solution, it is worth considering whether the hardware and software were built from company acquisitions or developed by the same engineers who support it today. The proposed body-worn and in-car camera hardware and DEMS software were designed and maintained by Axon's in-house engineers, allowing our teams to easily pass on feedback for feature requests as programs progress. Our U.S.-based Technical Support team can engage directly with our in-house engineers for advanced troubleshooting if the need arises. At the beginning of each program, we meet with customers to define requirements and outline a project schedule. Our programs typically include items required to: Migrate your existing data; Establish integrations with your current platforms as defined in the requirements; Build and deliver your solutions; Configure all body-worn camera LTE sim cards, establishing them on the appropriate carrier networks, and	

				managing all body-worn LTE data plans. Create your initial configuration in Axon Evidence; Train your administrators; Install your in-car cameras and, Provide long term support. Deployments are led by Axon's PSO team, who will begin by reviewing the proposed project plan with designated point of contact. Axon's PSO team will coordinate direction with this point of contact throughout the project to accomplish the tasks necessary for a smooth, successful implementation. During the implementation kick-off calls, our resources will work collectively to refine the plan, and define a final schedule. These initial discussions will set expectations for deployment timing and staffing. Administrator guides, networking information, and other critical solution information will be provided to your program point of contact to assist with planning. Axon's PSO team will also evaluate the project for proper scoping and follow-up to obtain additional information if necessary prior to on-site services. This may include information on network specifications/bandwidth, CAD/RMS integration, desired offload method, and other system information that may require involvement from your network administrators or IT team. It is important to agree on a solid plan at the beginning of the program, as well as to set the policies that will guide how data is migrated and establish the rules that will be used to configure the systems. The resulting plan will be documented and shared with each member of the team, providing the structure to successfully complete your project implementations. Having your policies in place before deployment begins helps to streamline the go-live process and ensures officers are prepared to use the system as soon as possible. Additionally, necessary categories in Axon Evidence should be considered, as they determine evidence retention. Categories are completely customizable to meet your local policies and laws. To ensure proper input and legal compliance, customers should gather the following agency and community stakeholders before building your body-worn and in-car camera policies. POLICY MAKERS – Stakeholders such as command staff and community leaders should be included when developing body-worn and in-car camera policies. FIELD TRAINING OFFICERS – Officers who represent the end users of the devices. EVIDENCE CUSTODIANS –	

				Including those who will be responsible for digital evidence sharing is key. LEGAL REPRESENTATIVES – Including members of the larger legal community can assist with community alignment and buy-in. Once the proper stakeholders are gathered, Axon's team will collaborate with customer personnel to help draft the policy definitions necessary for the successful use of Axon Evidence. First, user roles should be considered. User roles and their permissions in Axon Evidence are highly customizable, and our PSO team can assist with the development of custom roles during deployment. Identifying the level of permissions needed (such as the ability to view evidence, share evidence, download evidence, restrict evidence, etc.) for each role is customized. The guides provided by the PSO coordinator during initial planning conversations will help with this task. When determining necessary custom retention categories, customers should consider consulting State Retention Schedules or other legal guidance. During on-site services, our PSO team can then offer guidance to set up these pre-determined retention categories in Axon Evidence. Having these critical system policies in place prior to deployment will support a quicker, more thorough roll-out. While the primary Evidence solution will be maintained in the cloud, there can be a number of areas where Axon and customers will need to agree on information technology approaches and requirements. This primarily includes decisions related to LTE and Wi-Fi uploads, networking permissions for body-worn camera docks, and offload methods for the Fleet 3 system. These discussions will happen early in the program, allowing Axon to finalize details of the implementation plan, including configuration and installation requirements. For customers with existing DEMS, Axon will help define a migration strategy. Axon Evidence is designed to be highly configurable, and supports the creation of both free-text metadata (tags) and customer-defined metadata fields. The flexibility of Axon Evidence ensures customers get the information they need that is most effective for searching, while at the same time standardizing their terminology over time. This supports greater efficiency, less re-training, and ultimately greater organizational value. Every system your agency uses may be organized a little differently. For example, in your in-car video management system, you may	

				classify evidence as "Evidence Type" whereas in your CCTV system you may classify evidence as "Offense". Axon's migration process allows customers to visualize and map out how they want this information to appear in Axon Evidence. Axon will work with customers to design a metadata mapping schema for Axon Evidence based on the metadata tags and fields from the legacy system. Based on this mapping schema, an Axon Field engineer will use our automated tools to map the desired metadata to fields, pre-append any audit information into Axon Evidence audit logs and upload the assets with this information populated in Axon Evidence. Axon will demonstrate this migration in a test environment for customers to review and sign off that the data is uploaded and organized as desired. Ingesting and pre-appending the audit trail for each piece of evidence maintains full evidentiary integrity as you migrate systems automatically. This allows Axon Evidence to be a single source of truth detailing the lifespan of your evidence. Upon sign-off, Axon will install the migration tools and initiate upload into the live environment. The upload of historical data will commence after all legacy cameras are decommissioned to ensure that no evidence is lost in the transition. Training Training Overview Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence	

				Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these	

					sessions. One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions. Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users. The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class. Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately. While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of the City. Additional Training Resources and Continued Learning Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn: ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras). Training content is developed and maintained by Axon subject matter	

				experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands. Fleet 3 Installation Axon Fleet 3 significantly reduces the need for bulky and expensive components often seen in traditional in-car solutions. With Axon Fleet 3, customers will benefit from minimally-designed system components such as our integrated cameras built to capture both audio and video, as well as provide integrated ALPR capability. Our sleek hardware and non-obtrusive wiring installation help optimize space within the patrol vehicle and promote an open and safe cabin in which an officer can move about freely and unobstructed. The Axon Fleet 3 in-car system has a small form factor designed to offer a discreet and inconspicuous setup within a variety of vehicles, including civilian, unmarked, and patrol vehicles. Our team will work with customers to identify mounting locations within the vehicle that limit unwanted attention. Our proposed solution will include all necessary wiring. Axon Fleet 3 has been developed to utilize Power over Ethernet (PoE) connections, which offer both greater connection speed and stability. All wiring will be installed and run underneath the lining of the vehicle or with the shape of the vehicle where possible. Any exposed wire will be secured, mounted, and bundled together to avoid any loose cabling. During installation, our team will work with customers to determine the best mounting option for Axon Fleet 3 cameras in each vehicle, while keeping practical use and officer safety in mind. Cameras are typically mounted to the windshield or rear glass with an adhesive and can be removed without permanent damage. The offered Fleet 3 system includes two cameras: the dual view, forward facing camera that includes the ALPR camera, and the interior camera to capture the rear cabin. The Axon Fleet 3 Dual-View Camera is mounted on a swivel-ball joint that allows the camera to be panned and tilted to ensure objects of interest are within the camera's field of view. It supports 360-degree articulation. An Internal spring provides consistent sensory feedback as a user makes adjustments. The swivel-ball joint has detents that click in place every 22.5 degrees of horizontal rotation (pan) to hold the camera in the desired position. The Axon Fleet 3 Interior Camera is mounted on an adjusted angle mount that allows the camera to be	

				tilted up or down to ensure objects of interest are within the camera's field of view. The Interior Mount can be adjusted to capture a comprehensive view of the cabin. Long Term Support In our view, a project is not over when a deployment is concluded. The final portion of any Axon delivery is our professional customer support, which starts after deployment concludes and continues for the life of the solution. Axon has included an initial five-year warranty as part of this project. We have a multi-level approach to service, including our account specific Customer Success Managers, our 24/7 technical support and our Return Merchandise Authorization (RMA) team to help our law enforcement partners have the most successful body-worn, in-car camera and digital evidence management programs possible. We begin the post-deployment process with a survey that allows all customers to provide feedback directly to Axon leaders, and we provide multiple options for getting help, offering suggestions, or expanding your Axon ecosystem. Customer Success Manager We assign a customer success manager (CSM) to your account for the remainder of your contract. Their goal is to support your day-to-day needs, educate you on new features, and help you receive value from your investment. Your CSM will wear multiple hats, from project management to product expert to consultant, and will continually be focused on making the City more efficient and confident in your daily workflows. As your program develops and progresses, your CSM can take hardware and software feedback and pass it along to our engineers—another benefit of deploying a solution that is serviced by the same engineers who developed it. In fact, many new features have been built directly from such suggestions from our law enforcement partners. They will also work with your sales executive if any further purchases are desired. Your CSM can be reached by phone or email and can be adaptable to your communication preferences. 24/7/365 Technical Support Our Technical Support team is US-based and offers live phone support 24 hours a day, seven days a week. This is included as part of your investment in the Axon ecosystem and any member of your agency can call; our staff will help anyone with their questions, not just supervisors. A caller is usually talking with one of our support staff within 30 seconds of placing their call. Online, email-based support and remote-location		

			troubleshooting are also included. If a technical issue requires advanced troubleshooting or interfacing with our in-house engineers, our Senior Technical Support team (Tier 2) can take over from the Technical Support team (Tier 1). All senior technical support representatives hold certifications from their respective governments for access to CJI. The team currently holds a variety of education and information technology certifications, and many have a background in law enforcement. RMA Process If equipment needs to be returned for repair or warranty work, we make the process as simple and hassle-free as possible. Axon's return material authorization (RMA) request process is housed directly within Axon Evidence, allowing users with appropriate permissions to create repair requests easily. Our US-based RMA team works out of our Scottsdale, AZ headquarters. All returns are initiated, tracked, and managed using the hardware's unique device serial number, which also correlates with warranty status and helps protect evidence integrity if evidence recovery is needed. Axon's RMA process is also integrated with FedEx and return labels are provided at no extra cost.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe the security features of your proposed solutions in relation to data security.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance. Axon Evidence offers numerous data security management functions to meet and exceed industry standards for the architecture and security of Axon Evidence. Axon has developed and operates secure software development lifecycle procedures (SDLC). Execution within the SDLC ensures security is evaluated at every phase of development and that quality measures are met. All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES. The graphic below offers a high-level view of the various layers of security implemented in the CJIS compliant solution. Axon's compliance with a number of security standards in addition to CJIS demonstrate our commitment to providing a trustworthy platform to our customers, and offers a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These additional certifications, compliance measures, and security assurances include: ISO/IEC 27001:2013 Certified - Information Security Management Standards ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls	

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud
CALEA Standard 17.5.4 Compliant
HIPAA and HITECH
AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)
Cloud Security Alliance - CSA STAR Attestation (Level Two)
Cloud Security Alliance - CSA STAR Self-Assessment (Level One)
Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

BWC Security Overview
Law enforcement data is among the most sensitive in the world and, with Axon's robust information security program, we can help keep that data protected at all times. Our latest body-worn camera, Axon Body 3, includes a number of security features that help keep your valuable evidence and other information safe.
Both physical and software approaches ensure the security of data even if the camera is lost or stolen, and help you maintain a proper chain of custody.
Physical Security
SECURED COMPARTMENT – Axon assembles Axon Body 3 cameras with Torx screws, thus preventing access to the storage without proper tools.
EMMC STORAGE (EMBEDDED MULTIMEDIA CARD) – eMMC storage is populated on the circuit board rather than using an SD card. Accessing and reading eMMC is difficult and would require destruction and/or modification of the circuit board. Videos cannot be deleted from the camera. Cameras will not natively mount into a Microsoft Windows operating system like a mass storage device such as a flash drive or external hard drive would.
Software/Firmware Security
NO PARTITION TABLE – The storage media does not have a partition table and will show as an unreadable drive/ card (under any operating system).
ENHANCED VIDEO AUTHENTICITY & INTEGRITY VALIDATION – Authentication and validation checks between the camera and Axon Evidence;
SIGNED COMMANDS – Cryptographic validation of commands sent to the camera from Axon Evidence;
SECURE BOOT – Only trusted, cryptographically signed firmware will run on the camera;
HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;
DISK ENCRYPTION – While on the device, evidentiary video is protected from manipulation with AES-XTS 128-bit encryption. Currently AES-128 is acceptable for protection of classified data, up to SECRET, by the US federal government.

Secure Transfer
The Secure Upload Process
Axon cameras are designed to protect and preserve the evidence they capture. The cameras store all video files securely in onboard storage until the files are completely and successfully transferred into the digital evidence management system. All communication between the Axon Body 3 camera and Axon Evidence is conducted over 256-bit AES encryption to safeguard data during transfer.
During offload from the camera to Axon Evidence:
1. The precomputed SHA-2 cryptographic hash tree is located for each video that needs to be uploaded and each SHA-2 hash tree is computed immediately after the corresponding MP4 video finishes recording.
2. The SHA-2 cryptographic hash tree and video metadata are transmitted to Axon Evidence. The MP4 video files are saved securely on Axon Evidence in their original state, as verified by the SHA-2 hash tree function.
3. Upon completion of the upload process, the SHA-2 cryptographic hash tree values are evaluated to detect data corruption of any kind. A contiguous SHA-2 hash is computed after this verification step.
4. Once the hash values and data integrity are verified, the file is confirmed to be uploaded, and the corresponding video files are deleted from the camera.
If a transfer is terminated before its video files are fully uploaded, any files not completely uploaded to Axon Evidence will remain on the camera, so that upload can resume the next time the camera is docked or connected.
Loss of power to an Axon camera will not cause data loss or corruption. The devices maintain a suitable amount of backup power to ensure proper shutdown. If a device were to lose power, it would properly close out all incident files (videos) to ensure that no data was lost or corrupted. In the event of sudden and complete power loss, the device will perform a video recovery operation during the next boot process and close out the incident file. The interrupted recording file, as well as any previously recorded files, will be available once power is restored.

79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	As a cloud-based system, Axon Evidence's architecture is modular, scalable, and extensible. All data is stored in the Evidence instance at a Microsoft Azure data center. Managing the vast amount of digital evidence available to agencies today can be overwhelming. Especially when the burden is on end users to keep evidence organized—no matter the source. This becomes even more difficult when digital evidence is stored in various locations, on different devices, and across many platforms. Axon's unlimited third-party storage plan—which includes storage for both Axon-captured evidence and third-party evidence—offers agencies a modernized approach to digital evidence management that is affordable, convenient, modular, secure and can scale to meet any storage requirements. With unlimited storage, Axon Evidence can be the main source of storage for all digital evidence. You can then easily manage, store, share, receive, and investigate your data all from a single system. To help with the usability of large data volumes, content that has not been viewed or accessed for six months may be moved into archival storage. Archived files are still searchable and can be retrieved with a single click. Interview Room Axon Interview uses a local storage server to temporarily store video before upload to Axon Evidence. This is in place to ensure that no evidence is lost due to communications issues. Axon Body Worn Cameras Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered. The Axon Body 3 has 64 GB of non-removable storage to house captured video files and the camera's operating system. This is sufficient to hold 11 to 46 hours of recorded video (depending on resolution). The Axon Body 4 has 128 GB of non-removable storage on a solid state eMMC to house captured video files and the camera's operating system. This is sufficient to hold 11 to 103 hours of recorded video (depending on resolution). Axon Performance Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics. Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set. Please see the attached solution overview for more information. Auto-transcription As cases make their way through the justice system, an accurate transcript will be required at some point. Manual transcription typically takes 4-10 times longer to produce than the length of the actual audio, meaning there are often lengthy backlogs and budget constraints, which slow the delivery of admissible evidence. Furthermore, during the transcription process, transcribers are forced to repeatedly listen to potentially disturbing audio to ensure accuracy. To address these issues, Axon's Transcription Assistant offers access to powerful artificial intelligence (AI) and an intuitive user interface (UI) to help make transcribing audio faster and more efficient.

80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Axon Evidence is a Digital Evidence Management System (DEMS), and a large benefit with Axon is that our full ecosystem of products natively integrates with Axon Evidence. There is never a need to worry about the core integration of evidence collection, storage and management as Axon provides all these capabilities. Axon has a proven integration with situational awareness systems such as RapidSOS and Flock through our Axon Respond API. This API is fully developed and requires no additional work for customers. Generally, the situational awareness systems will begin polling Axon Respond continuously, providing real-time access to officer locations. The location data of both body-worn and Fleet cameras will flow into these systems for visualization on their display. Integration with CAD/RMS Auto-tagging is a feature that categorizes videos based on the correlated event metadata captured by the respective systems. Common data already collected by the CAD or RMS, such Event ID, Event Type, Officer Badge ID, and Dispatched and Cleared Times can be automatically associated with evidence, without the need for manual intervention. Integrating a CAD or RMS system with Axon Evidence will save officers valuable time, because the majority of tags will be automatically added by the system. With auto-tagging, officers simply record videos with Axon body-worn or in-car cameras and upload them. Axon Evidence will use the data from the CAD and RMS solutions to apply the appropriate tags. Officers will still be able to add custom metadata tags in the field. On a regular schedule, customers export a database-printout file to a specific folder from the CAD or RMS software. The printout file format, generally an .xml or .csv, is designed to comply with Axon Evidence requirements for integration. Axon supplies a .NET 4.0 service "Integrator Application" on your server that monitors the selected folder. When the service detects the presence of a printout file, it encrypts the file using AES 256-bit encryption and sends it securely to Axon Evidence. After Axon Evidence confirms receipt of the file, the application deletes the local copy of the file. Axon Evidence decrypts the printout file and parses the data found in the file. Using an algorithm, Axon Evidence determines which evidence file each piece of data applies to and tags those files appropriately. Evidence can be auto-tagged for 72 hours after upload, and then will require manual tagging. When Axon Evidence finishes processing a batch of data received from the CAD/RMS solution, it sends the specified recipients a reporting email that includes summary results of the processing and detailed reports about evidence matched.

81	Describe how your system allows for secured sharing of videos - file sharing systems.	Sharing Evidence Axon Evidence enables users to share content with internal and external stakeholders without the need for additional licenses. This includes other agencies already using Axon Evidence or Axon Justice Premier, as well as external users who do not have Axon Evidence accounts. Sharing with Outside Agency Axon Evidence Users Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing our Justice Premier solution for prosecutors and public defenders. Since these external users already have Axon Evidence credentials, shared evidence can be used in the same way as their own digital evidence. After evidence is added to Axon Evidence, a user can simply share the case with any of their trusted partner agencies with Axon Evidence credentials. As users share evidence with partner agencies, the partner agencies will only have access to the data a user has chosen to share via an access list. All unshared data remains completely unavailable. When files are shared with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the partner agency can manage independently without affecting the original evidence. Any evidence that is shared is preserved in its original form in the sharer's instance of Axon Evidence. Sharing With Non-Axon Evidence Users A user can share evidence with those who are not Axon Evidence users by emailing a download link to an external email address. Audit Trails, Table of Contents, and Transcripts, an Optional Message and the Duration in days that the share is active, can all be shared with the core evidence. All included documents will be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account. There are no additional authorizations or licenses required by Axon to share files using this method. However, please note that access can no longer be centrally controlled once it is downloaded locally. Data Export Users cannot modify original videos captured for chain of custody and chain of evidence reasons. If the original content or video evidence is uploaded as an MP4 it will be downloaded as an MP4 for review. Axon does not apply any proprietary formats when files are exported. This applies with any files such as PDF, DOC, AVI, WAV, MP3, AAC, etc. At the time of upload an SHA cryptographic hash function is generated and used to verify the integrity of the content uploaded. This SHA hash is also available at time of download for verification of authenticity.
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

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

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 2023 Axon Pricebook - Sourcewell 2.0.xlsx - Tuesday October 10, 2023 15:41:59
- Financial Strength and Stability - AXON_2022_AnnualReport.pdf - Tuesday October 10, 2023 15:42:15
- Marketing Plan/Samples - Cooperative Contract Marketing Example.docx - Wednesday October 11, 2023 15:08:36
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:43:02
- Standard Transaction Document Samples - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:42:43
- Upload Additional Document - Product Descriptions.zip - Tuesday October 10, 2023 15:46:25
- Requested Exceptions - Sourcewell RFP 101223 - Axon's Exceptions.docx - Tuesday October 10, 2023 15:42:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kenneth Maum, Senior Proposal Manager, Axon

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_RFP_101223_Public_Safety_Surveillance Thu October 5 2023 08:32 AM	☑	3
Addendum_10_RFP_101223_Public_Safety_Surveillance Mon October 2 2023 03:56 PM	☑	1
Addendum_9_RFP_101223_Public_Safety_Surveillance Tue September 26 2023 03:16 PM	☑	1
Addendum_8_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 04:09 PM	☑	1
Addendum_7_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 07:35 AM	☑	1
Addendum_6_RFP_101223_Public_Safety_Surveillance Wed September 20 2023 12:49 PM	☑	1
Addendum_5_RFP_101223_Public_Safety_Surveillance Mon September 18 2023 03:49 PM	☑	1
Addendum_4_RFP_101223_Public_Safety_Surveillance Fri September 15 2023 10:52 AM	☑	1
Addendum_3_RFP_101223_Public_Safety_Surveillance Tue September 5 2023 03:47 PM	☑	1
Addendum_2_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 01:53 PM	☑	2
Addendum_1_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 11:11 AM	☑	2

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-600025-45617.952JB

Issued: 11/21/2024

Quote Expiration: 12/31/2024

Estimated Contract Start Date: 12/15/2024

Account Number: 115112

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Dayton Police Dept. - OH 3237 Guthrie Rd Dayton, OH 45417-6605 USA	Dayton Police Dept. - OH 3237 Guthrie Rd Dayton OH 45417-6605 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Julie Bosack Phone: 312-576-2829 Email: jbosack@axon.com Fax:	Paul Saunders Phone: (937) 333-1003 Email: paul.saunders@daytonohio.gov Fax: (937) 333-1321

Quote Summary

Program Length	73.5484 Months
TOTAL COST	$118,616.40
ESTIMATED TOTAL W/ TAX	$118,616.40

Discount Summary

Average Savings Per Year	$2,150.36
TOTAL SAVINGS	$13,179.60

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Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	$74,780.80	$0.00	$74,780.80
Jan 2025	$7,305.95	$0.00	$7,305.95
Jan 2026	$7,305.93	$0.00	$7,305.93
Jan 2027	$7,305.93	$0.00	$7,305.93
Jan 2028	$7,305.93	$0.00	$7,305.93
Jan 2029	$7,305.93	$0.00	$7,305.93
Jan 2030	$7,305.93	$0.00	$7,305.93
Total	**$118,616.40**	**$0.00**	**$118,616.40**

Quote Unbundled Price:	**$131,796.00**
Quote List Price:	**$131,796.00**
Quote Subtotal:	**$118,616.40**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
12346	AXON AIR - FOTOKITE SIGMA MOBILE	2			$37,078.00	$37,078.00	$74,156.00	$0.00	$74,156.00
A la Carte Software									
12344	AXON AIR - FOTOKITE CONNECT LICENSE	2	74		$275.00	$275.00	$40,700.00	$0.00	$40,700.00
A la Carte Services									
101434	AXON AIR - FOTOKITE - OPERATOR TRAINING	1			$2,420.00	$2,420.00	$2,420.00	$0.00	$2,420.00
A la Carte Warranties									
100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	2			$7,260.00	$670.20	$1,340.40	$0.00	$1,340.40
Total							**$118,616.40**	**$0.00**	**$118,616.40**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	12346	AXON AIR - FOTOKITE SIGMA MOBILE	2	1	11/15/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	12344	AXON AIR - FOTOKITE CONNECT LICENSE	2	12/15/2024	01/31/2031

Services

Bundle	Item	Description	QTY
A la Carte	101434	AXON AIR - FOTOKITE - OPERATOR TRAINING	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	2		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3237 Guthrie Rd	Dayton	OH	45417-6605	USA

Payment Details

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	2	$18.84	$0.00	$18.84
Year 1	101434	AXON AIR - FOTOKITE - OPERATOR TRAINING	1	$34.01	$0.00	$34.01
Year 1	12344	AXON AIR - FOTOKITE CONNECT LICENSE	2	$571.95	$0.00	$571.95
Year 1	12346	AXON AIR - FOTOKITE SIGMA MOBILE	2	$74,156.00	$0.00	$74,156.00
Total				**$74,780.80**	**$0.00**	**$74,780.80**

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	2	$220.26	$0.00	$220.26
Year 2	101434	AXON AIR - FOTOKITE - OPERATOR TRAINING	1	$397.67	$0.00	$397.67
Year 2	12344	AXON AIR - FOTOKITE CONNECT LICENSE	2	$6,688.02	$0.00	$6,688.02
Total				**$7,305.95**	**$0.00**	**$7,305.95**

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	2	$220.26	$0.00	$220.26
Year 3	101434	AXON AIR - FOTOKITE - OPERATOR TRAINING	1	$397.67	$0.00	$397.67
Year 3	12344	AXON AIR - FOTOKITE CONNECT LICENSE	2	$6,688.00	$0.00	$6,688.00
Total				**$7,305.93**	**$0.00**	**$7,305.93**

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	2	$220.26	$0.00	$220.26
Year 4	101434	AXON AIR - FOTOKITE - OPERATOR TRAINING	1	$397.67	$0.00	$397.67
Year 4	12344	AXON AIR - FOTOKITE CONNECT LICENSE	2	$6,688.00	$0.00	$6,688.00
Total				**$7,305.93**	**$0.00**	**$7,305.93**

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	2	$220.26	$0.00	$220.26
Year 5	101434	AXON AIR - FOTOKITE - OPERATOR TRAINING	1	$397.67	$0.00	$397.67
Year 5	12344	AXON AIR - FOTOKITE CONNECT LICENSE	2	$6,688.00	$0.00	$6,688.00
Total				**$7,305.93**	**$0.00**	**$7,305.93**

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	2	$220.26	$0.00	$220.26

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	101434	AXON AIR - FOTOKITE - OPERATOR TRAINING	1	$397.67	$0.00	$397.67
Year 6	12344	AXON AIR - FOTOKITE CONNECT LICENSE	2	$6,688.00	$0.00	$6,688.00
Total				**$7,305.93**	**$0.00**	**$7,305.93**

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	2	$220.26	$0.00	$220.26
Year 7	101434	AXON AIR - FOTOKITE - OPERATOR TRAINING	1	$397.67	$0.00	$397.67
Year 7	12344	AXON AIR - FOTOKITE CONNECT LICENSE	2	$6,688.00	$0.00	$6,688.00
Total				**$7,305.93**	**$0.00**	**$7,305.93**

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

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

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.

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.

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BACK



2.

City Manager's Report

FOR CITY COMMISSION APPROVAL

From **3460 - Water/Water Reclamation**

Date **December 4, 2024**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$1,773,500.00 (thru 12/31/2028)**

Name **Baker Tilly Advisory Group, LP**

Address **P.O. Box 7398**
Madison, WI 53707-7398

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Sanitary Capital Fund	55003-3460-1159-54-SF2412	$1,773,500.00

Includes Revenue to the City ☐ Yes ☑ No **Affirmative Action Program** ☑ Yes ☐ No ☐ N/A

Description

Professional Services Agreement for Tax Consultant – Inflation Reduction Act Tax Credit

The Department of Water requests permission to enter into a Professional Services Agreement with Baker Tilly Advisory Group, LP in the amount of $1,773,500.00 for tax consulting services under the Inflation Reduction Act (IRA) associated with the Water Reclamation Facility's Digester Improvements Project. Services include documenting and applying for a refundable energy investment tax credit.

As this is such a specialized area, two firms were contacted to discuss the project and solicit proposals for consultant services. Both firms are well-versed in the IRA and have multiple clients pursuing similar credits. The Department of Water met with both firms and received proposals for consulting services. The Department of Water reviewed both proposals and determined that Baker Tilly Advisory Group, LP was the most responsive and best able to meet the needs of the Department on this project.

This Agreement is being funded using Sanitary Capital Funds.

This Agreement shall commence upon execution by the City, and it shall expire upon expenditure of all funds provided herein or on December 31, 2028.

This Agreement has been reviewed by the Law Department as to form and correctness.

A Certificate of Funds in the amount of $477,950.00, and a copy of the Agreement are attached. The remaining funds will be encumbered at a later time.

Signatures/Approval

Division Digitally signed by Michael Powell Date: 2024.11.26 09:29:07 -05'00'

Department

City Manager C. LaShea Dixon

Approved by City Commission

Clerk

Date

Updated 4/16/2024

CERTIFICATE OF FUNDS

CT24-4052

SECTION I - to be completed by User Department NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	Upon Execution		**Required Documentation**	
Expiration Date	12/31/2028			
Original Commission Approval	$ 1,773,500.00	X		Initial City Manager's Report
Initial Encumbrance	$ 477,950.00	X		Initial Certificate of Funds
Remaining Commission Approval	$ 1,295,550.00	X		Initial Agreement/Contract
Original CT/CF				
Increase Encumbrance	$ -			Copy of City Manager's Report
Decrease Encumbrance	$ -			Copy of Original Certificate of Funds
Remaining Commission Approval	$ -			

Amount: $ 477,950.00 (Seq. 1)	Amount:
Fund Code 55003 - 3460 - 1159 - 54 - SF2412 -	Fund Code ____ - ____ - ____ - ____ - ____ -
Fund / Org / Acct / Prog / Act / Loc	Fund / Org / Acct / Prog / Act / Loc
Amount:	Amount:
Fund Code ____ - ____ - ____ - ____ - ____ -	Fund Code ____ - ____ - ____ - ____ - ____ -
Fund / Org / Acct / Prog / Act / Loc	Fund / Org / Acct / Prog / Act / Loc

Attach additional pages for more FOAPALs

Vendor Name: Baker Tilly Advisory Group, LP

Vendor Address: P.O. Box 7398 (Street) Madison (City) WI (State) 53707-7398 (Zipcode + 4)

Federal ID: 99-1405547

Commodity Code: 91849

Purpose: Award of Contract for Tax Consultant for the Inflation Reduction Act Tax Credit.

Contact Person: Lisa Burton-Yates Water/Water Financial Services (Department/Division) 11/22/2024 (Date)

Originating Department Director's Signature: Michael Powell Digitally signed by Michael Powell Date: 2024.11.26 09:29:19 -05'00'

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Kenya Brown — Finance Director Signature — 11/26/24 — Date

Saleh Asumani — CF Prepared by — 11/26/2024 — Date — CT 24-4052 — CF/CT Number

MEMORANDUM | DAYTON

November 21, 2024

TO: Shelley Dickstein
City Manager

FROM: Michael Powell, Director
Department of Water

Digitally signed by Michael Powell
Date: 2024.11.21 11:15:07 -05'00'

SUBJECT: **Baker Tilly - Professional Services Agreement**
Energy Investment Tax Credit for Anaerobic Digester Improvements Project

The Inflation Reduction Act (IRA) was signed into law in 2022 and provides tax credits for qualifying energy projects. The Anaerobic Digester Improvements Project, currently under construction at Dayton's Water Reclamation Facility, qualifies under the IRA as a Biogas Property. The Digester Project may qualify for a refundable tax credit of between $5 million and $35 million. The large range is due to multiple qualification steps which must be met and documented throughout the project. Tax exempt entities can receive a direct payment from the IRS even if no federal tax is owed.

With a large biogas project currently under construction, Dayton is well positioned to take advantage of the tax credits available through the IRA. The Water Department, its consultants, and other utilities pursuing similar credits have researched and discussed this opportunity, and have determined the following:

- There is a multi-million dollar benefit to the City if the tax credits are pursued successfully.
- The requirements to qualify for IRA credits are complex and require substantial documentation to meet. Several steps must be met to qualify for the full amount.
- The IRS imposes high penalties for misrepresenting data associated with the IRA tax credit. Applicants receiving a tax credit should expect to be audited.
- Dayton, as a tax-exempt entity, has limited experience with this type of program.
- The IRA is a new program and very few consultants have the experience and resources to pursue the credits effectively.
- Dayton may terminate the agreement if changes to the Inflation Reduction Act are implemented.

For the reasons above, the Water Department desires to retain a consultant to assist the Department with documenting and applying for an energy investment tax credit under the IRA for work on the Anaerobic Digester Improvement Project.

The Department of Water contacted Deloitte and Baker Tilly to discuss the project and solicit proposals for consultant services. Both firms are well versed in the IRA and have multiple clients pursuing similar credits. The Department met with both firms and received proposals for consulting services. The Department reviewed both proposals and determined that Baker Tilly was the most responsive and best able to meet the needs of the Department on this project. The City would benefit from entering into an agreement quickly as construction is already underway. Any delay in retaining a consultant could negatively affect our efforts to document compliance and reduce Dayton's tax credit at the end of the project.

The Department of Water requests permission to enter into a Professional Services Agreement with Baker Tilly Advisory Group, LP in the amount of $1,773,500.00. The contract term will extend through 2028 and the end of the Digester Improvements Project, when the credit can be applied for. This agreement is being funded using 2024-2028 Sanitary Capital Funds.

Cc: A. Zonin; K. Crist; C. Clark; E. Myers; D. Woods; J. Regelski

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is between the City of Dayton, Ohio ("City"), and Baker Tilly Advisory Group, LP, with an office at 205 N. Michigan Ave., Chicago, IL 60601 (hereinafter referred to as the "Consultant").

W I T N E S S E T H:

WHEREAS, The City desires a tax consulting and accounting firm to assist in the documentation of and application for federal tax credits associated with its Anaerobic Digester Project and other professional services ("Services"); and,

WHEREAS, The City solicited proposals from qualified firms and determined Consultant prepared the best response; and,

WHEREAS, Consultant is qualified and available to provide the Services to the City.

NOW THEREFORE, in consideration of the promises contained in this Agreement ("Agreement"), the City and the Consultant agree as follows:

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or on December 31, 2028, whichever date is earlier. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 11, J.

ARTICLE 2. SERVICES

Consultant shall provide all professional services necessary to complete the Services that are described in Attachment A, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed ONE MILLION SEVEN HUNDRED SEVENTY-THREE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS ($1,773,500.00) and shall be paid according to Attachment B, which is incorporated herein by reference. Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish to Consultant, at no cost or expense, all reports, records, and data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

ARTICLE 6. LIABILITY AND INDEMNIFICATION

Consultant shall defend, indemnify, and hold harmless the City and its elected officials, officers, agents and employees, from and against all third-party claims, losses, damages, and expenses for personal, bodily injury, death, or third party tangible, personal property damage to the extent such third-party claims, losses, damages, or expenses are alleged to have been caused by Consultant's negligent or willful acts, errors, or omissions in performance of the Services under this Agreement. Notwithstanding the foregoing, the City hereby releases the Consultant, its subsidiaries and their present or former partners, principals, employees, officers and agents from, and acknowledges that such parties shall not be required to indemnify the City against, any costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) relating to or arising as a result of the acts or omissions of the City.

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the Services performed under this Agreement shall not exceed the dollar amount of this Contract, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

This Article 6 shall survive termination of this Agreement.

ARTICLE 7. CYBERSECURITY REQUIREMENTS

Consultant shall implement and maintain a comprehensive cybersecurity program that adheres to a recognized cybersecurity framework as well as maintain a Cyber Insurance policy. Recognized frameworks include, but are not limited to, the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF), the Cybersecurity Maturity Model Certification (CMMC), or the ISO/IEC 27001 standard.

Consultant's cybersecurity program shall address the following areas, at a minimum:

- **Security Policies and Procedures:** Documented policies and procedures for managing cybersecurity risks.
- **Risk Management:** A process for identifying, assessing, and mitigating cybersecurity risks.
- **Access Controls:** Implementing strong access controls to restrict access to systems and data on a need-to-know basis.
- **Data Security:** Controls designed to protect the confidentiality, integrity, and availability of data, including encryption at rest and in transit.
- **Incident Response:** A documented incident response plan to address cybersecurity incidents effectively.
- **Vulnerability Management:** A process for identifying, assessing, and patching vulnerabilities in systems and software.
- **Security Awareness and Training:** Security awareness training for employees on cybersecurity best practices.

City reserves the right to reasonably request additional information regarding Consultant's cybersecurity program, including security questionnaires or other relevant documentation.

Security Incidents: Consultant shall promptly notify City of any security incidents or breaches that impact City systems or data in Consultant's custody or control. All notifications must take place within seventy-two hours of discovery. Consultant shall cooperate with City in investigating and responding to any security incidents. Consultant shall take all reasonable steps to mitigate the impact of any security

incidents and prevent recurrence.

Confidentiality: Each party agrees to hold in confidence all Confidential Information (as defined in Article 9 below) of the other party, and to use such Confidential Information only for the purpose of performing or utilizing, as applicable, the Services under this Agreement. All Confidential Information shall be stored on North American servers.

Representations and Warranties: Consultant represents and warrants that it has the authority and capacity to enter into this Agreement and to perform the Services hereunder. Consultant represents and warrants that it will comply with all applicable laws and regulations in the performance of the Services. Consultant agrees that any subcontractor that it uses to perform or assist in performing any work under this Agreement shall be bound by these vendor requirements. This paragraph is Consultant's only warranty concerning the Services and any Deliverable and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, accuracy, title, noninfringement or fitness for a particular purpose, or otherwise.

To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, and hold harmless the City and its employees, officers, and agents, in both individual and official capacities, from and against all third-party claims, damages, losses, and expenses, to the extent such third-party claim arising out of Consultant's negligence, willful misconduct or fraudulent behavior in performance of the services provided under this Agreement. Notwithstanding the foregoing, the City hereby releases the Consultant, its subsidiaries and their present or former partners, principals, employees, officers and agents from, and acknowledges that such parties shall not be required to indemnify the City against, any costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) relating to or arising as a result of the acts or omissions of the City.

ARTICLE 8. INSURANCE

During the term of this Agreement, Consultant shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A-" rating or better by A.M. Best:

(1) General Liability Insurance, having a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
(2) Automobile Liability Insurance, having a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
(3) Employers' Liability Insurance, having a limit of $500,000 for each occurrence.
(4) Professional Liability Insurance, having a limit of $1,000,000 annual aggregate.
(5) Cyber insurance: Consultant shall maintain cyber security including but not limited to data privacy and data restoration coverages. Said cyber policy shall have an annual per claim limit of $5,000,000 and an aggregate limit of no less than $5,000,000. Said policy shall identify City as an additional insured and/or codefendant basis. This coverage shall insure all acts, errors, omissions, negligence, infringement of intellectual property, and network and privacy risks (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as notification costs and regulatory defense) related to the services under this Agreement, and everything incidental thereto. City status as 'additional insured and/or codefendant shall be subject to the remaining sections of this agreement –including but not limited to this agreement's intent for indemnification, defense and hold harmless of City.

Evidence of Insurance: Upon execution of this Agreement the Consultant shall provide the City a certificate of insurance that provides evidence of insurance as required by this Agreement. Updated versions of this certificate of insurance shall be provided to the City upon Consultant's renewal and/or

replacement of said police(ies).

Current certificates of insurance for all policies and concurrent policies required to be maintained by Consultant pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City and its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of Consultant's legal liability and to the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the Consultant in the event of cancellation or material diminution of coverage. Consultant shall provide notice of any such cancellation or material diminution of coverage as soon as reasonably practicable upon receipt of such notice from its insurer.

Consultant also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

ARTICLE 9. CONFIDENTIALITY

Either party (the "Disclosing Party") may provide the other party (the "Recipient") with Confidential Information. "Confidential Information" includes information that the Disclosing Party considers confidential or proprietary. Proprietary information is information that, if made public, would put the Disclosing Party at a disadvantage in the market place or trade of which the party is a part. Confidential information is information disclosed by the Disclosing Party to the Recipient, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential by its nature, including but not limited to information that, under the laws of the State of Ohio, is classified as being "private."

To the extent permitted by law, each party agrees that for a period of two (2) years following the date of disclosure of the Confidential Information, it will not disclose such information of the other to any third party without the other party's written consent. During this two-year period, each party will protect the Confidential Information in the same manner that it protects its own confidential information of a similar nature. Each party agrees that it will only copy and/or use the Confidential Information to the extent necessary to perform the work and services contracted for pursuant to this Agreement.

Nothing in this Article shall prohibit or limit the Disclosing Party s disclosure of Confidential Information: (i) previously known to it without an agreement of confidentiality, (ii) independently developed by it, (iii) that is or becomes publicly available through no breach of this Agreement, (iv) when such disclosure is required by an order of a Court or under state or federal law or applicable regulations (including professional standards), or (v) when such disclosure is authorized in writing by the City.

ARTICLE 10. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement and subject to Consultant's rights in Consultant's Knowledge (as defined below), documents and reports prepared by Consultant specifically for the City as part of the Services (collectively, the "Deliverables") shall become the sole and exclusive property of the City upon payment, and the City of Dayton shall be permitted to use the Deliverables in the future as needed, including for receiving tax credits and for audit purposes. However, Consultant shall have the unrestricted right to their use.

Notwithstanding the foregoing, Consultant shall retain all of its ownership rights, title and interest in and to all Consultant's Knowledge. For purposes of this Agreement, "Consultant's Knowledge" means Consultant's scripts, databases, computer software, and other proprietary property, programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are: (1) owned or developed by Consultant prior to

the Effective Date of this Agreement ("Consultant's Preexisting Knowledge"); (2) developed or obtained by Consultant after the Effective Date, including during the course of providing Services under this Agreement, but: (i) which are developed or obtained without using the City's Confidential Information, or (ii) which the City has not paid for such development; (3) extensions, enhancements, or modifications of Consultant's Preexisting Knowledge which do not include or incorporate the City's Confidential Information; and (4) not specifically designed or created exclusively for the City in the performance of this Agreement. To the extent that any Consultant's Knowledge is incorporated into the Deliverables, Consultant grants to the City a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Consultant's Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Consultant.

ARTICLE 11. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement. Consultant shall have fifteen (15) business days (or another reasonable time period agreed upon by the parties) from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Consultant. In the event of termination by the City hereunder, the City will pay Consultant for Services actually provided up to the date of termination.

Any such termination shall not relieve the Consultant of any liability to the City for damages sustained by virtue of any breach by the Consultant. The City will be under no further monetary obligation or commitment to the Consultant.

The City may terminate this Agreement immediately upon written notice to Consultant if Consultant fails to comply with the cybersecurity requirements set forth in Article 7 of this Agreement. Upon termination of services, all completed Deliverables and City Confidential Information will be provided to the City in an agreed upon electronic format. Notwithstanding the foregoing, Consultant (a) will be permitted to retain a copy of such Confidential Information as may be necessary to document its consideration of the potential transaction, for the purpose of establishing compliance with applicable law or regulations (including professional standards) and for defending or maintaining any litigation (including any administrative proceeding) relating to this Agreement or the Confidential Information, provided that all such information shall continue to be kept confidential pursuant to the terms of this Agreement; and (b) shall not be required to delete Confidential Information from back-up, archival electronic storage maintained in accordance with the Consultant's data retention policies.

ARTICLE 12. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Consultant under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. The parties agree that any disputes related to or connected with this Agreement shall be brought in the state and federal courts located in Montgomery County in the State of Ohio.

C. COMMUNICATIONS
Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Consultant: Baker Tilly Advisory Group, LP
205 N Michigan Ave
Chicago, IL 60601
Attention: Douglas Baldessari, Principal

City: City of Dayton, Department of Water
320 West Monument Avenue
Dayton, Ohio 45402
Attention: Michael Powell, Director, Department of Water

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY
Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option; provided, however, that the parties will negotiate in good faith and mutually agree upon the terms and scope of any request for information or reports or request for access to Consultant's books, records or accounts which may arise under Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, and the Consultant shall be provided with an opportunity to review and confirm acceptance of any applicable rules, regulations and relevant orders promulgated by the Human Relations Council.

E. WAIVER
A waiver by the City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

F. SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or

enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Consultant acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Consultant shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Consultant shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City. Though the Services may include Consultant's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, the City.

Consultant, its employees and any persons retained or hired by Consultant to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

Consultant acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

H. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement without the prior written consent of the City; provided, however, that Consultant may assign and transfer this Agreement to any successor that acquires all or substantially all of the business or assets of Consultant by way of merger, consolidation, other business reorganization, or the sale of interests or assets. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Consultant.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

The parties may mutually agree to extend the term of this Agreement to a later date. The Director of the Department of Water is authorized to extend the term of this Agreement for the City.

K. POLITICAL CONTRIBUTIONS

To the extent applicable, Consultant affirms and certifies that it complies with Ohio Revised Code §

3517.13 limiting political contributions.

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Consultant. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

M. DATA PRIVACY AND SECURITY.

To the extent the Services require Consultant to receive personal data or personal information from Client, Consultant may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Consultant's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the City, such as Consultant's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Consultant or its clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Consultant is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to City personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of City, Consultant shall, unless otherwise permitted by applicable privacy law, (a) follow City instructions; (b) not sell personal data or personal information collected from the City or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the City's engagement and not for Consultant's own commercial purposes; and (d) cooperate with and provide reasonable assistance to City to ensure compliance with applicable privacy laws. City represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Consultant to process such information in connection with the Services described herein. City further understands Baker Tilly US, LLP and Baker Tilly Advisory Group, LP may co-process City data as necessary to perform the Services, pursuant to the alternative practice structure in place between the two entities. Consultant is responsible for notifying City if Consultant becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit City to take reasonable and appropriate steps to remediate personal data or personal information processing. City agrees that Consultant has the right to utilize City data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by City to be used for Consultant business purposes and with the outputs owned by Consultant. For clarity, Consultant will only disclose aggregated/de-identified data in a form that does not identify City, City employees, or any other individual or business entity and that is stripped of all persistent identifiers. City is not responsible for Consultant's use of aggregated/de-identified data.

(b) Consultant has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Consultant's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. City is responsible for providing timely written notification to Consultant of any additions, changes or removals of access for City personnel to Consultant provided systems or applications. If City becomes aware of any known or suspected information security or privacy related incidents or breaches related to this Agreement, City should timely notify Consultant via email at

dataprotectionofficer@bakertilly.com.

N. CONSULTANT'S ENTITY.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

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IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Agreement as of the date first written above.

CITY OF DAYTON, OHIO

_____
City Manager

Date:_____

BAKER TILLY ADVISORY GROUP, LP

By: Douglas L. Baldzisar

Title: Principal

APPROVED AS TO FORM AND CORRECTNESS

Musto, John Digitally signed by Musto, John Date: 2024.11.21 10:29:42 -05'00'

_____
City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

_____, 2024

Min./Bk. _____ Pg. _____

_____
Clerk of Commission

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL SERVICES

City:	**City of Dayton, Ohio ("Client")**
Project:	**IRA Renewable Tax Credit Consulting Services**
Consultant:	**Baker Tilly Advisory Group, LP**

SCOPE OF SERVICES

Baker Tilly Advisory Group, LP ("Baker Tilly") will perform the following services: Support Related to the Pursuit of the Federal Renewable Energy Tax Credit as part of the Inflation Reduction Act 2022 ("IRA22", or the "Act"), the "scope" or "SOW". This Attachment A is subject to the Agreement for Professional Services to which this Attachment A is attached and shall be governed by the terms and conditions therein.

Scope, Objectives and Approach:
It is anticipated that this Project will be completed in phases from the initial pursuit of the IRA22 applicability through the construction of the Project. The scope of the Project includes four main phases to assist the Client with how to Determine, Preserve, Enhance and Claim the IRA 22 tax credit as set forth in Appendix A, attached hereto. Additional bonus criteria certifications, related to Prevailing Wage & Apprenticeship, Domestic Content, and Tax Exempt Compliance Form 990-T which are included herein below under separate appendices B, D, & E..

Appendix A: Phases 1- 4 IRA Base Energy Credit Compliance

Phase 1. Determining Project Eligibility for an IRA22 Tax Credit

a. Provide assistance with interpretation and application of the IRA22 guidance to the Project's set of facts and circumstances to the Project.
b. Understand the Property Type versus IRS rules.
c. Coordinate data request from Client.
d. Analyze the proposed sources and uses of funds, existing Project budgets and financial model prepared by management, and other relevant documents to gain an understanding of the Project on a preliminary basis.
e. Analyze the planned legal structure for ownership of the Project.
f. Analyze Project documents that establish the eligible Project costs which are considered eligible for ITC or PTC (if applicable). This will include review of the Project's process design, associated capitalized costs, use of any grant proceeds, timeline regarding construction and placed in service activities, and actions taken to-date that may support compliance with the IRS Begun Construction and placed in service requirements.
g. Estimate the size range of the tax credit for the Project.
h. Confirm if project is subject to Prevailing Wage & Apprenticeship (PW&A) to obtain credit adder.
i. Confirm if the Energy Community adder could apply to the Project site.
j. Confirm if the Domestic Content adder could apply to the Project.
k. Prepare a written summary which outlines our initial views regarding the Project's eligibility for the ITC or PTC, estimated ITC or PTC amounts, suggested steps to meet any Begun Construction and/or placed in service requirements under the IRA22 timeline requirements. This will include review of the Client's ability to retain and utilize the ITC or PTC tax benefits.

Phase 2. Preserving the Tax Credit – Pre-Construction communication to Vendors

a. Identify all key vendors within scope for the Project Type and the total Project budget.
b. Analyze Project plans with Client Project manager as it relates to impacts on credit amount and key action steps for preserving the tax credit with use of prevailing wage and apprenticeship.
c. Assist Client to communicate to its Vendors the compliance requirements of IRA22 to obtain the Domestic Content and/or Prevailing Wage & Apprenticeship credit adders.
d. Support the Client in assembling requests to vendors to allow for efficient analysis of impacts of certain design considerations as it relates to the tax credit.
e. Identify key vendor(s) for which the Client can enter into binding written agreements to meet Begun Construction for Safe Harbor. (If applicable)
f. Assist Client to establish best method to meet the Begun Construction requirements. (If applicable)
g. Review Property Type sizing, as required, to the extent it pertains to tax credit considerations.
h. Provide a brief memo to Client management documenting the action steps taken to meet Begun Construction to preserve the tax credit, the Project Type Eligibility, and the resulting Credit % being preserved.

Phase 3. Establishing The Eligible Energy Basis – Post Construction

a. Establish total cost basis of the Project and perform a cost segregation study to determine the Eligible Cost Basis of the Energy Property.
b. Review Client's own expenditures, in addition to the Project vendors, for qualifying expenditures which could qualify as Energy Property.
c. Upon construction completion, perform a site visit (as needed) to complete the cost segregation study, delineate key process areas with upstream production facility that can be part of Energy Property, and document the Project on an as-built basis.

d. From cost segregation study, categorize the depreciation lives of assets included in the study according to MACRS rules. This includes both capitalized items as well as items that may be expensed for tax purposes.
e. Document with vendors how the Project was placed in-service.
f. Determine final tax credit eligible basis, subject to management review and agreement, for purposes of claiming the tax credit.
g. Issue a schedule of values showing the buildup of Energy Property basis along with other asset classifications from the fixed asset schedule for the final Project costs.

Phase 4. Claiming the Tax Credit - Project Workpaper File Generation

a. Document compliance with "begun construction" tests as required by the Internal Revenue Service (IRS) (if applicable).
b. Document compliance with "placed in service" tests as required by the IRS.
c. Document Project Type eligibility based upon IRS code and other IRS and Environmental Protection Agency (EPA) memoranda.
d. Document timing Tax Credit can be claimed or transferred.
e. Provide any additional information which would help support the Project's claiming a Tax Credit in the event of an IRS audit.
f. Provide the necessary workpapers to the Client to support its claim or transfer of the Tax Credit and assist with the preparation of the prescribed tax form and assistance with the direct pay portal.

Phase 4 (A). 80/20 Valuation Required for Replacement of Energy Assets

a. Request Client's fixed asset listing (FAL) which is usable and reliable.
b. Assist in verifying (or assisting with identification of) the assets which qualify as units of energy production under section 45.
c. Value the assets using a combination of the income approach and the cost approach d. Market approach will be considered but we do not anticipate material reliance upon marked approach given the nature and condition of the digester.
e. Work with the Client to identify any credits/environmental attributes being received as well as potential cost savings from using their own biogas to fuel the boilers/cogen in order to develop a forecast for the income approach.
f. Prepare a valuation report to the Client.

Additionally, Baker Tilly will assess the Project for eligible bonus credit criteria related to Prevailing Wage & Apprenticeship (5X multiplier), Energy Community, the Domestic Content and Tax Exempt Compliance Form 990-T under separate appendices B, C, D, and E respectively (as applicable).

Project Timing, Phases and Budget:

The Project will commence upon execution of the Agreement, and subject to availability of requested information from the Client. Below are the work steps associated with the complete IRA compliance program:

Pricing for IRA Compliance Management will be billed on a fixed total dollar amount for the Project. Signature of this agreement confirms consent with the fees for Appendix A only as follows:

Appendix	Phase	IRA Compliance Management	Fee Each
A	1	Determining Project Eligibility	$35,000.00
	2	Preserving the Tax Credit	$25,000.00
	3	IRA Cost Segregation and Energy Property Basis	$65,000.00
	4	Workpaper File Generation to Support Tax Credit Claim	$18,000.00
A-1	4 (A)	80/20 Valuation	$30,000.00
B	4.1	PW&A Compliance Program and Certification*	$1,220,000.00
C	4.2	IRA Energy Community	N/A
D	4.3	Domestic Content	$117,500.00
E	4.4	Tax-Exempt Return	$3,000.00
Total IRA Compliance Cost			**$1,513,500.00**

Annual PW&A Compliance During Recapture Period (5 year @ $32,000)	**$160,000.00**
Supplemental Services Allowance	**$100,000.00**
Total "Not-To-Exceed Fee	**$1,773,500.00**

*Projects which must backflush prior wages will incur an additional admin charge to administer data entry. The backflush for prior wages has been included in the fees for Appendix B Phase 4.1.

Billing for the collective Project Appendices will be issued in one combined bill in monthly installments from the Project start date through the expected placed in service (PIS) date. The fee schedule for this Project if all Appendices are signed is as follows:

Total IRA Program Cost	Cost ($)
Total Project Capital Cost	$138,000,000
Appendix A	$173,000
Appendix B	$1,220,000
Appendix C	N/A
Appendix D	$117,500
Appendix E	$3,000
Total IRA Compliance Cost:	**$1,513,500**
Project start to PIS completion (months)	38
Billing amount per month	$39,829
Annual Compliance (Y1-Y5) $/year	**$32,000**

Any out-of-scope fees for non-IRA compliance such as audit defense services related to the examination of the tax return selected for review by the taxing authorities, will be at billed at Baker Tilly's standard billing rates based on actual time incurred according to the rate schedule set forth below. City shall provide written pre-approval for all out-of-scope services and an estimate of the associated fee before said services are undertaken by Baker Tilly: Baker Tilly waives any fees or expenses not so approved.

Standard Hourly Rates 1/1/2024-12/31/24			
Partners / Principals / Directors	$350.00	To	$750.00
Senior Managers / Managers	$245.00	To	$340.00
Consultants / Accountants	$160.00	To	$250.00
Support / Municipal Bond Disclosure Specialists	$130.00	To	$220.00
Interns / Staff / Admin Support	$110.00	To	$135.00

** Billing rates are subject to change periodically after outer date above due to changing requirements and economic conditions. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

Travel time and out-of-pocket expenses are in addition to these amounts, will be itemized separately, and will always be billed at actual cost with no mark-up. Travel time is billed at half Baker Tilly's standard hourly rates. Any travel time and out of pocket expenses will be subject to pre-approval of the City.

Billing Procedures
You will receive a monthly statement showing the installment fees and any travel costs incurred in the prior month which is payable no later than 30 days after the invoice date. The account balance is due and payable on receipt of the invoice.

Nonattest Services
As part of this engagement, we will perform certain nonattest services. For purposes of the Agreement and this SOW Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of the nonattest services we perform.
- Accept responsibility for the results of our nonattest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest
We are unaware of any additional conflicts of interest related to this SOW Appendix that exist at this time.

Termination
Notwithstanding termination provisions contained in the Agreement, this SOW Appendix is intended to be ongoing and applicable individually to specific, ("Sub-engagements") as if they are the sole subject of the SOW Appendix. As such, termination may occur for a specific Sub-engagement without terminating the SOW Appendix itself. On termination of a Sub-engagement or the SOW Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this SOW Appendix

will terminate 60 days after completion of the services for such Sub-engagement.

Project Team
This work will be led by a cross functional advisory and tax Baker Tilly team, with members from our Manufacturing, Energy & Infrastructure, Real Estate and State and Local Government teams as necessary to complete the work, based on the Property Type seeking the tax credit.

Other Disclosures
During the course of the Agreement, Baker Tilly may interact with other Project participants (service providers, investors, lenders, funding parties, utilities, etc.) that have pre-existing client relationships with Baker Tilly. By signing this Agreement, the Client acknowledges the potential conflicts of interest that may arise. In the event of any such conflicts of interest, Baker Tilly shall immediately notify the Client of such circumstance.

Baker Tilly works with many clients that are involved in energy project development across a wide geographic region. The Client acknowledges by signing below that Baker Tilly is not exclusive in its relationship with the Client and that Baker Tilly may provide similar services to these separate clients, provided that it complies with all confidentiality and other professional obligations to the Client.

Baker Tilly does not draft legal documents, ensuring that operating and funding agreements are consistent with the Client's intent and enforceable will be the responsibility of the Client's law firm.

Engagement-Specific Terms and Conditions
The following terms and conditions are in addition to, and not in lieu of, the terms and conditions included in the Agreement to which this SOW Appendix is attached. Should there be any conflict between the terms of the Agreement and the terms listed below, the terms below shall govern.

1. **Responsibilities of Client**
   a. To ensure an effective and efficient engagement, Client agrees to provide Baker Tilly with all information requested, in a timely manner, and to provide any reasonable assistance as may be required to properly perform the engagement. In performing services under this Agreement, Baker Tilly will rely upon Client personnel for the accuracy and completeness of its records and all other information supplied to us, without independent investigation or verification. Inaccuracy, incompleteness, or tardiness in the delivery of information to Baker Tilly, whether or not Client personnel knew or should have known that such information was not complete, accurate or current, could have a material effect on tax returns, our conclusions and the fee for services
   b. US Treasury Regulations require taxpayers to disclose any tax strategy or transaction that the IRS identifies as: 1) a Listed Transaction; 2) substantially similar to a Listed Transaction; or 3) any other Reportable Transaction. In addition, certain states have similar disclosure requirements. Noncompliance with these rules may result in significant penalties. Client agrees to inform Baker Tilly of participation in any such transactions.
   c. Client agrees to file with Client's tax returns the forms as prepared by Baker Tilly. Client agrees that Baker Tilly assumes no responsibility and has no liability for any forms altered by Client prior to filing with the taxing jurisdiction. Client is responsible for the timely filing of the forms Baker Tilly prepares and agrees to inform us in writing of any failure to timely file the forms with Client's related tax returns.
   d. Most tax returns require signatures, under penalty of perjury, by the taxpayer or an officer of the taxpayer affirming that the tax returns and the accounting schedules and statements are true, correct and complete to the best of his or her knowledge. Client is responsible for understanding

and agreeing with the various amounts, computations and statements made in the tax returns and accepts responsibility for the results of the tax services rendered. Baker Tilly's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. Baker Tilly will not perform any management functions or make management decisions for Client in connection with this engagement.

e. Client is required to maintain and retain adequate documentation to support the tax returns as filed as penalties can be imposed by taxing authorities for the failure to produce adequate documentation supporting the items included in a tax return. Baker Tilly has no responsibility or liability for Client's failure to maintain adequate documentation.
f. Official IRS guidance for IRA22 has been issued as of the date of this SOW. Baker Tilly is performing the services consistent with current prevailing guidance and interpretation under IRA22 and will continue to monitor FAQs and subsequent guidance issued by the IRS. Client accepts and acknowledges that Baker Tilly makes no guarantees that the IRS will issue a tax credit and/or Client will receive or be able to utilize such tax credit.

2. Responsibilities of Baker Tilly

a. Baker Tilly's services under this Agreement are subject to and will be performed in accordance with Treasury Department Circular 230, the American Institute of Certified Public Accountants (AICPA) and other professional standards applicable to tax services. We disclaim all other warranties, either express or implied.
b. Baker Tilly will perform these services on the basis of the information you have provided and in consideration of the applicable tax laws, regulations and associated interpretations as of the date the services are provided. Tax laws and regulations and/or their interpretation are subject to change at any time, and such changes may be retroactive in effect and may be applicable to advice given or other services rendered before their effective dates. Baker Tilly has no responsibility or liability for such changes occurring after the completion date of this engagement.
c. Client acknowledges and agrees that any advice, recommendations, information or work product provided to Client by Baker Tilly in connection with this Agreement is for the sole use of Client and may not be relied upon by any third party. Baker Tilly has no liability or responsibility to any third parties as a result of this Agreement.
d. Tax returns and other filings are subject to examination by taxing authorities. Baker Tilly will be available to assist Client in the event of an audit of any issue for which Baker Tilly has provided services under this Agreement. Fees for these additional services will be communicated in a separate SOW.
e. The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation, under federal, state or other type of law or regulation.
f. Baker Tilly may utilize the services of independent contractors in providing services to Client. All such third parties are bound by the same confidentiality requirements as Baker Tilly and its employees. Client hereby consents to disclosure of confidential information necessary to the provision of the related services.
g. Subject to the "Other Disclosures" section above and any other similar provisions regarding conflicts and professional responsibilities, nothing in this Agreement prevents Baker Tilly from providing services to other clients.

3. Beneficial Ownership Information Reporting

a. The Corporate Transparency Act ("CTA") imposes new reporting requirements on most small

businesses, including those that may be reported on Schedule C of the Form 1040. All domestic and foreign entities formed or registered to do business in the United States are subject to filing requirements unless they meet one of the explicitly stated exceptions. Affected companies will be required to submit a Beneficial Ownership Information ("BOI") reporting form with the Financial Crimes Enforcement Network ("FinCEN"). The report requires companies to provide identifying information on beneficial owners and company applicants. As of Jan. 1, 2024, filings for newly formed entities are due within 30 days of formation; however, the initial filing deadline for existing companies is Jan. 1, 2025. Companies are also required to file updated BOI reports.

b. Consultations and preparation of reports related to the BOI reporting requirements are services that are considered to involve the practice of law. As such Baker Tilly will not be responsible for advising you regarding the legal or regulatory aspects of your company's compliance with the CTA, nor will Baker Tilly be responsible for the preparation or submission of any BOI reports to FinCEN. If you have any questions regarding your compliance with the CTA, we encourage you to consult with qualified legal counsel.

4. **Third Party Service Providers and Tax Return Information Disclosure Consent**
   a. Baker Tilly is committed to protecting the privacy and confidentiality of Client's tax return information. Baker Tilly is also committed to providing Client with comprehensive, integrated services that enhance and protect Client's value. To optimize Baker Tilly's service delivery and the results Baker Tilly is able to provide, Baker Tilly would like to obtain Client's consent to use and disclose Client's tax return information for various purposes of benefit to Client, as detailed below.
   b. For any business taxpayer subject to this Agreement, the Section 7216 consent is contained in the body of the letter immediately below. Please read the consent below carefully before executing. Client is not required to execute this consent to engage Baker Tilly's tax return preparation services, and Baker Tilly is not conditioning Baker Tilly's provision of services on Client's consent. For the avoidance of doubt, by signing this SOW, Client is providing your consent to allow Baker Tilly to use the tax return information with respect to Client's business for the purposes identified below. Client may request to limit the tax return information disclosed or used, and to limit the consented uses and disclosures. Client may terminate consent at any time by providing written notice to Baker Tilly.

I.R.C. § 7216 Client Consent to Disclosure and Use of Tax Return Information (Non-1040)

I authorize Baker Tilly Advisory Group, LP ("Baker Tilly") to use and disclose all of Taxpayer's tax return information for the purposes identified below. I authorize Baker Tilly to use Taxpayer's tax return information for the following purposes:

- To identify and suggest useful information and services, including attest services, non-tax services such as audit services, financial services, investment advisory services, and consulting services, and additional tax services such as advanced federal and state income tax, indirect tax credits & incentives, international tax, and industry-specific services, and to determine whether such information and services would be valuable to you.

- To aggregate and anonymize tax return information to analyze, deliver, support, optimize, communicate, and market our services and to allow us to provide you and others with other helpful information.

I authorize Baker Tilly to disclose Taxpayer's tax return information to all Baker Tilly national and

international affiliates (including officers, employees, or members thereof who may be located outside the United States; together, "Baker Tilly Entities") and contractors inside and outside the United States providing administrative, tax return preparation and ancillary services ("Outsource Providers") for the following purposes:

- To enable Baker Tilly Entities and Outsource Providers to provide administrative, tax return preparation and ancillary services for Baker Tilly on behalf of Taxpayer.

- To enable Baker Tilly Entities to identify and suggest useful information and services, including attest services, non-tax services such as audit services, financial services, investment advisory services, and consulting services, and additional tax services such as advanced federal and state income tax, indirect tax credits & incentives, international tax, and industry-specific services, and to determine whether such information and services would be valuable to you.

This consent will remain in effect until and unless revoked by written notice of Taxpayer.

5. Copies of Our Work Product

You have the right to review and/or be supplied with copies of any and all tax planning or research memoranda and work papers prepared by our firm related to this engagement. The scope of this engagement is not intended to rise to the level at which we will issue a formal tax opinion to you. Therefore, all written tax advice provided under this engagement letter will contain the following legend:

Tax information, if any, contained in this communication was not intended or written to be used by any person for the purpose of avoiding penalties, nor should such information be construed as an opinion upon which any person may rely.

6. Audit Defense

Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we will be available upon request to represent you at our standard hourly rates. Please note we cannot make, nor provide, any guarantee with respect to any proposed adjustments by a taxing authority. Any such audit defense work shall be covered from out of scope fees allowance subject to prior approval of the City or under the terms of a separate engagement letter. Any out of scope work must be approved in writing by Client prior to being performed. Baker Tilly waives any fees or costs for work not so approved.

7. Additional Work Due to Tax Law Changes

Congress and Treasury continue to revise the tax law, as well as issue additional guidance and rules relating to the law changes. Any such guidance or legislative changes have the potential to impact tax positions on your return and may require additional analysis and computations. Our fee associated with any additional time that we spend on such issues will be based on our standard hourly rates for the level of staff performing the services. Before we begin any incremental work, we will provide an estimate of the additional fees expected to be incurred. Any additional work must be approved in writing by Client prior to being performed. Baker Tilly waives any fees or costs for work not so

approved.

8. Tax Return Preparer Standards, Reporting, Disclosure, Privacy, and Related Matters

a. Prior to engaging our services in preparation of tax returns, it is important you are aware of the standards that will be applied to preparing, signing and filing such returns. Internal Revenue Code (IRC) section 6694 and the related Treasury Regulations provide that a tax return preparer may sign a tax return only if there is substantial authority for all tax positions reflected in the return, or alternatively, there is disclosure of any position that has a reasonable basis but lacks the support of substantial authority. This standard corresponds with the taxpayer standard that relates to the avoidance of a penalty for a substantial understatement of tax. Positions claimed on a tax return that lack a reasonable basis could subject taxpayers to a substantial understatement of tax penalty, even if such positions are disclosed on their returns. Professionals cannot sign returns with positions that lack a reasonable basis.

b. With respect to any transaction deemed to be a tax shelter there is a higher minimum standard of "more-likely-than-not" which must be satisfied for any benefits to be claimed on a tax return. Disclosure of the position does not remove this minimum standard for tax shelter positions.

c. As a result of the existence of these standards, our professional standards and related due diligence may require us to evaluate all positions to be reflected on your federal tax returns to determine if such positions meet the substantial authority standard discussed above. As noted above, certain positions may be required to be disclosed to the federal, and in some cases, the state tax authorities.

d. It is not possible for us to know in advance whether any positions to be reflected on your return may require additional analysis. Therefore, we cannot estimate in advance the additional amount of fees which may be associated with any such effort if it becomes necessary. We will, however, advise you of any positions which require additional analysis and discuss the associated fees with you prior to undertaking the additional effort required to reach a conclusion in compliance with these standards.

e. The federal government requires U.S. persons which have any interest in, or signature authority over, a foreign bank, securities, or other financial account to report such interest on Form 114, Report of Foreign Bank and Financial Accounts (formerly Form TD F 90-22.1), if the aggregate value of such accounts exceeds $10,000 at any time during the year. U.S. persons include U.S. citizens, U.S. residents and entities including, but not limited to corporations, partnerships or limited liability companies created or organized in the U.S. or under the laws of the U.S., and trusts and estates formed under the laws of the U.S. Please inform Baker Tilly if Client has any foreign bank accounts, activities, or investments, so that Baker Tilly can discuss how it can help Client comply with the law.

f. Revised (IRC) section 7216 and the related Treasury Regulations prescribe a penalty for any tax return preparer that uses or discloses tax return information without securing the consent of the taxpayer prior to any such use or disclosure. Should Client request that any tax information be provided to a third party, Baker Tilly can provide the information directly to Client, and Client can provide the information to the third party, or Baker Tilly can provide the information directly to the third party. If Client requests that Baker Tilly provide the information directly to a third party, a specific and detailed written consent with Client's signature will be required to be furnished to Baker Tilly prior to the release of any tax return information. Baker Tilly will bill Client for the time necessary to draft the consent, obtain Client's signature and satisfy Client's request to provide tax information directly to a third party.

g. The advice Baker Tilly renders may result in one or more positions that will be reflected on Client's federal tax returns. Taxpayers will not be subject to an underpayment of tax penalty if

each position taken on the return has substantial authority. Positions that lack substantial authority but have a reasonable basis may be claimed on the tax return if such positions are disclosed to the IRS. Positions that lack a reasonable basis claimed on a tax return could subject taxpayers to a substantial understatement of tax penalty, even if such positions are disclosed on their returns. The higher more-likely- than-not standard for reportable transactions remains. Regardless of disclosure, any position or transaction deemed to be a reportable transaction must meet the more-likely-than-not confidence level in order to avoid penalties. Baker Tilly will inform Client of the level of confidence Baker Tilly may have regarding all such positions.

9. Prevailing Wage & Apprenticeship Bonus Compliance

The following applies to the extent you engage Baker Tilly for Prevailing Wage & Apprenticeship Bonus Compliance service as further specified in Appendix B (Phase 4.1).

a. You acknowledge that in order to provide the Prevailing Wage & Apprenticeship Bonus Compliance services to you, Baker Tilly may provide you access to certain online software for purposes of uploading data and documentation (the "PW&A Portal"). Such PW&A Portal shall be considered an Online Offering.

b. As a condition of accessing and using the PW&A Portal, in addition to any applicable Online Terms as such term is defined in the Agreement, you acknowledge and agree to the following:

   a) You are solely responsible for compliance with all applicable laws related to the use of the PW&A Portal, and Baker Tilly shall have no liability for your input of data or use of the PW&A Portal. You agree that you (a) will confirm the accuracy of any bulk upload/API/data migration/auto-geo assignment integration into the PW&A Portal, and (b) further understand and agree that bulk uploads/API/data migration/auto-geo assignments are effective only as of the date of the upload(s)/migration(s). It is your responsibility to provide updated data to the PW&A Portal to the extent necessary. You accept that auto- geo assignments, based upon the coordinates in the KML supplied by you may have auto-correction applied to the file to close a boundary if there are any incomplete polygons. Furthermore, a third-party system is utilized to obtain geographical coordinates that are used to determine if a worker's address falls within the boundaries defined by the client provided KML-file. Neither Baker Tilly nor third party service providers guarantee accuracy of the third-party system. You agree to not directly send any personally identifiable information by email or otherwise, except through the PW&A Portal.

   b) You retain sole responsibility for: (a) all data, including its content and use; (b) all information, instructions, and materials provided by you or on your behalf of in connection with the PW&A Portal; (c) your information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by you or through the use of third- party services; (d) the security and use of your access credentials; and (e) all access to and use of the PW&A Portal, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

10. Domestic Content Certification; Confidentiality, Disclosures, and Disclaimers

The following applies to the extent you engage Baker Tilly for Domestic Content Compliance services as further specified in Appendix D (Phase 4.3).

a. As an express condition to Baker Tilly providing the Domestic Content Compliance Services, you agree to the following:

   a. Baker Tilly will not independently verify the information you provide.

b. Baker Tilly is not responsible for or liable for incorrect, inaccurate, or incomplete information you provide, and shall be entitled to rely on such information without further examination.

c. Baker Tilly does not and cannot guarantee acceptance and granting of such domestic content tax credit, and you acknowledge and accept the risk that taxation authorities and/or courts may find that your clients are not entitled to the bonus tax credit related to domestic content or may assess interest and penalties owed by your clients as a result of the loss of tax credit.

Addendum 1: Phase 4 Example Workpaper Exhibits: (as applicable)

- Exhibit A – Begun Construction Safe Harbor report.
- Exhibit B – Production and Consumption report
- Exhibit C – Energy Eligible Basis report
- Exhibit D – Tax Forms
  - Exhibit D.1 – Election statement
  - Exhibit D.2 – Tax Filing Forms
  - Exhibit D.3 – Pre-filing registration
  - Exhibit D.4 – Election to transfer credits.
  - Exhibit D.5 – Election for direct pay
- Exhibit E – Prevailing Wage & Apprenticeship Compliance and Documentation
- Exhibit F – Energy Community Compliance
- Exhibit G – Domestic Content Compliance and Documentation
- Exhibit H – IRS Project Credit Allocation letter (48C/Environmental Justice)
- Exhibit I – Credit Summary
-

	Type	%
Base Energy Credit	Energy Type	6%
PW&A	Y	30%
Domestic Content	N	0%
Energy Community	Y	10%
Total Credit %		40%

Project Cost	$XX,000,000	From Exhibit C
Eligible Energy Property	$ X,000,000	From Exhibit C
Total Credit Value	**$X,X00,000**	

Appendix B: 4.1 IRA Prevailing Wage & Apprenticeship Compliance Management for Bonus Credit

Baker Tilly will provide comprehensive Prevailing Wage & Apprenticeship (PW&A) Compliance Management to preserve and maximize IRA22 Credit and maintain required compliance recordkeeping necessary for reporting and filing of tax credit application. This SOW Appendix B is subject to the SOW

Appendix A to which this SOW Appendix B is attached and shall be governed by the terms and conditions therein, including the Contract for Professional Services Agreement and the Online Terms, attached hereto as Exhibit 1.

Our Understanding:
The Client has a biogas project located at its Water Reclamation Facility in the City of Dayton, Ohio that will be approximately $138 million in project costs, not all of which will be eligible property for purposes of calculating the IRA tax credits "the Project". This project has one primary contractor and 17 subcontractors.

Work Activities
IRA22 Planning & Guidance

- Provide interpretation of IRA22 guidance as released. Establish framework for contractor Prevailing Wage & Apprenticeship ("PW&A") compliance that aligns to project protocol.
- Provide overall guidance on PW&A compliance needs to project team.
- Evaluate existing prevailing wage rates for county where project is located.
- Provide General Contractor wage determination request form for submission to US Department of Labor.
- Identify local Registered Apprenticeship Programs.

Certified Payroll Tracking Software and Compliance Program

- Contractor Onboarding in Payroll Tracking software.
- Enterprise software license through Baker Tilly.
- Project-specific portal for compliance program.

Compliance Management

- Weekly management of contractor prevailing wage and apprenticeship compliance:
- Validate all contractors submit payroll records and comply with prevailing wage rates.
- Review and validate weekly contractor apprentice reporting.
- Notify contractors of non-compliance to prompt "cure" process
- Assist contractor with "cure" process, if necessary
- Review submission of non-compliance documentation to reconcile "cure".

IRA Analytics

- Baker Tilly project-specific portal provides dashboard summary of weekly contractor prevailing wage and apprenticeship compliance.
- Quarterly reports of prevailing wage and apprenticeship compliance are generated for project and retained for reporting and filing.
- Final prevailing wage and apprenticeship certification.

Project, Timing & Budget

Work will commence upon execution of the formal Agreement and applicable SOWs and subject to availability of requested information from the Client. Below are the work steps associated with the Prevailing Wage & Apprenticeship compliance program covering Phase 4.1:

Summary of Compliance Program
IRA Planning & Guidance (*Worksteps included in Phase 2 of Appendix A)*
• Baker Tilly Subject Matter Expert throughout the duration of construction phase (included)

Certified Payroll Tracking Software

- All software and analytic costs during the construction of the project (included)

PW&A Compliance Program, Contractor, Contractor Onboarding, and Credit Certification

- Baker Tilly Compliance Program is a fixed cost and includes:
  - Compliance communication with contractors for set up of project
  - Dashboard of compliance summary to contractors (daily)
  - Projected penalties and task lists for contractors to cure non-compliance
  - Monthly & Quarterly summary of project compliance to owners
  - No additional software licenses to purchase
  - Ability to keep program running during the recapture years (years 1-5, -10+)
- Assist with weekly management of contractor PW&A compliance and "cure"
- Final prevailing wage and apprenticeship certification

Signature of this agreement confirms consent with the fees for Appendix B as follows.

PW&A Compliance Program and Certification*	$1,220,000 Fixed fee
	$32,000
*Projects which must backflush prior wages will incur an additional admin charge to administer data entry. The backflush for prior wages has been included in the fees for Appendix B.	

Alterations and Repairs subject to PW&A during the recapture period will be covered under the Annual Compliance fee, billed monthly, as noted above. Fees includes certification of annual PW&A requirements with contractors and the annual prevailing software license costs to keep the project instance open each year with Baker Tilly.

Billing for the collective Project Appendices, as signed together, will be issued in one combined bill in monthly installments from the Project start date through the expected placed in service (PIS) date.

Illustrative pricing schedule from SOW Appendix A is included below for total program costs:

	Cost ($) *
Total Project Capital Cost	$138,000,000
PW&A Certification (Y0) - Appendix B	$1,220,000 Fixed fee
	$1,220,000
Project start to PIS completion (months)	38
Billing amount during (Y0) construction ($/Month)	$32,105

[illegible]	$32,000

Project Costs are defined as the material/equipment and labor costs that are constructing the qualified energy property. Labor will include any laborers and mechanics employed by the taxpayer or any contractor or subcontractor in the construction of such Project that are subject to prevailing wage. Owner costs, soft costs, or work not subject to prevailing wage will not be included in Project Cost.

Billing for the collective Project Appendices, as signed together, will be issued in one combined bill in monthly installments from the Project start date through the expected placed in service (PIS) date.

Billing Procedures

You will receive a monthly statement showing the installment fees incurred in the prior month which is payable no later than 30 days after the invoice date statement.

Conflicts of interest

We are unaware of any additional conflicts of interest related to this SOW Appendix that exist at this time.

Termination

Notwithstanding termination provisions contained in the Agreement, this SOW Appendix is intended to be ongoing and applicable individually to specific services, ("Sub-engagements") as if they are the sole subject of the SOW Appendix. As such, termination may occur for a specific Sub-engagement without terminating the SOW Appendix itself. On termination of a Sub-engagement or the SOW Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this SOW Appendix will terminate 60 days after completion of the services for such Sub-engagement.

Work Team

This work will be led by a cross functional advisory and tax Baker Tilly team, with members from our Construction, Manufacturing, Energy & Infrastructure, Real Estate and State and Local Government teams as necessary to complete the work, based on the Property Type seeking the tax credit.

Additional Disclaimers

Please note that Baker Tilly will, in good faith, rely on payroll and employee classification data furnished by the Client or third parties, without independent audit or verification. By providing this information to Baker Tilly, Client represents that all payroll and employee classification data they have provided for the credit computation is complete and accurate, and therefore does not require independent verification from Baker Tilly. Client adheres to all terms and disclaimers outlined in SOW Appendix A, Engagement-Specific Terms and Conditions Section 9.c.

Client or its' designated agent (Project Manager, Contractor, etc.) are responsible for the following:

- Assignment of category of construction (Building, Heavy, or mixed) that will determine selection of correct DOL wage determination.
- Identifying any labor classifications missing from the General Wage Determinations.
- Alerting vendors to the PW&A Requirement.
- Verifying that workers are identified with and paid for the proper labor classification based on their role in that job.
- Taking the appropriate action against vendors that continue to not comply with PW&A

requirements.

- Verify that apprentices are training with Registered Apprenticeship Programs, recognized by the US Department of Labor or a State Apprenticeship Agency.
- Document and report to Baker Tilly any apprenticeship ratios defined in the apprenticeship training agreements that are not 1:1.

Exhibit 1 to Appendix B
Copy of Online Terms for IRA Compliance Portal
Not Negotiable – For Reference Only

You are choosing to utilize this web-based portal (the "IRA Compliance Portal") operated by Baker Tilly Advisory Group, LP ("Baker Tilly"). By using the IRA Compliance Portal, you are entering into a legal agreement to abide by the terms of use you see here, and you are agreeing that you have read and fully understand these terms of use. The IRA Compliance Portal is intended for individuals who are at least 18 years of age and are accessing the internet from a physical location within the United States of America. By using or accessing the IRA Compliance Portal, you acknowledge that you are 18 years of age or older and are accessing the internet from a physical location within the United States of America.

This Terms of Use Agreement ("Agreement") applies to your use of the IRA Compliance Portal. A separate statement of work will be sent to your attention to cover any resulting services performed by Baker Tilly as anticipated by your use of the IRA Compliance Portal, i.e. assistance with the submission of a concept paper, application, or documentation to support the use of tax credits approved by the Inflation Reduction Act of 2022 (the "Services"). By accessing, browsing, or using the IRA Compliance Portal, you acknowledge that you understand, accept and agree to be bound by this Agreement, as well as our Privacy Policy, located below. You agree that, to the fullest extent required by the law of any state, you have been provided with, have received, and are agreeing to all disclosure and consent requirements.

For purposes of this Agreement, "you" or "your" means the person(s) and/or business(es) using the IRA Compliance Portal and/or the Services, and any business for whom such person(s) are acting as an agent with respect to the Portal and/or the Services.

Baker Tilly's Services are administrative and consultative only. Baker Tilly is not an agent for you or any other entity in relation to the Services. Baker Tilly shall not be liable for any damages or costs of any type arising out of or connected in any way with your tax credit. Baker Tilly does not guarantee a tax credit amount as all credits can be subject to an audit.

You represent that all the information you provide through the IRA Compliance Portal and in connection with the Services is true, accurate, current and complete. You further acknowledge that you alone will use your account to access the IRA Compliance Portal. You must not sell, transform, or assign your account to anyone else. You agree to keep your login information confidential, to employ reasonable and appropriate safeguards to prevent unauthorized access to your account, and to not share your account credentials with any third party or allow anyone else to log into our IRA Compliance Portal as you. You are responsible for all activities that occur under your member account. If you believe that your account is no longer secure, you agree to notify us immediately. Baker Tilly may occasionally send notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details associated with your account current and accurate.

You represent and warrant that you will comply with all laws and regulations applicable to your use of the Services.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE IRA COMPLIANCE PORTAL AND SERVICES ARE PROVIDED "AS IS" AND BAKER TILLY DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REPRESENTATIONS REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BAKER TILLY, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE IRA COMPLIANCE PORTAL AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF BAKER TILLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EACH OF BAKER TILLY, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PORTAL AND THESE TERMS WILL NOT EXCEED US $100.00.

Privacy

How We Protect Your Information: We follow industry standard security measures (including physical, electronic, and procedural measures) to help safeguard your information from unauthorized access and disclosure. We also require employees to comply with information security safeguards, we use encryption in the transmission of your information between your system and ours, and we use firewalls and other intrusion detection and prevention controls to help prevent unauthorized persons from gaining access to your information. No system can be completely secure. Therefore, although we take steps to secure your information, we cannot guarantee that your information, searches, or other communication will always remain secure. To the extent allowed under applicable law, Baker Tilly is not liable for any data security incidents that may impact the IRA Compliance Portal.

Fees: IRA Compliance Portal

Expected fees and invoicing/payment protocols will be set forth in a statement of work that will be sent to your attention for signature. No services will be performed by Baker Tilly absent a signed statement of work.

All text, graphics, photographs, videos, sound, trademarks, logos, artwork, interfaces and computer code, including but not limited to the design, coordination, "look and feel" and arrangement of elements contained on the IRA Compliance Portal (collectively "Content") is owned or licensed by or to Baker Tilly. The Content is protected by trademark, copyright, and patent laws, and other intellectual property rights and unfair competition laws.

Except as expressly stated herein, no part of the IRA Compliance Portal may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, transmitted or distributed in any way, including the use of framing or mirrors, to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Baker Tilly's prior written permission. Nothing on the Websites should be construed as granting any license or right to use any Content.

The Equal Credit Opportunity Act (ECOA) prohibits Providers from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income

derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The agency that administers compliance with this law varies by Lender depending on its lending authority, but may include the Federal Trade Commission, Equal Credit Opportunity, Consumer Response Center, Washington, DC 20580 or at 1-877-FTC-HELP (1-877-382-4357; TDD 1-866-653-4261; or at www.ftc.gov.

Appendix D: 4.3 IRA Renewable Tax Credit Domestic Content Consulting Services

Baker Tilly Advisory Group (Baker Tilly) proposes the following services: Support Related to the Pursuit of the Federal Renewable Energy Tax Credit as part of the Inflation Reduction Act 2022 ("IRA22", the "Act") – Domestic Content Compliance Consulting. This SOW Appendix D is subject to the SOW Appendix A to which this SOW Appendix D is attached and shall be governed by the terms and conditions therein, including the Contract for Professional Services Agreement,

Our Understanding
The City of Dayton, OH (Client) is developing a biogas production facility. The $138 million project is located at the Water Reclamation Facility in Dayton, Ohio. (Project)

The Client is aware that it may be eligible for a Federal Tax Credit because of the Project qualifying under the IRA22. The Act's "energy security" subtitle includes tax provisions providing credits and incentives for the production and consumption of clean energy, carbon emissions reduction, electric vehicle purchases and, among other items, promoting domestic energy security.

Based upon initial discussions, the Client is interested in having Baker Tilly support its goal to preserve, enhance, and claim the Domestic Content bonus as defined within IRA22 from its Project to the Client.

Summary of Services
For the designated Project, Baker Tilly will perform an analysis of the supply chain, procurement and equipment country of origin documentation, manufactures cost and Project costs for the purposes of reporting the Project's Domestic Content compliance status.

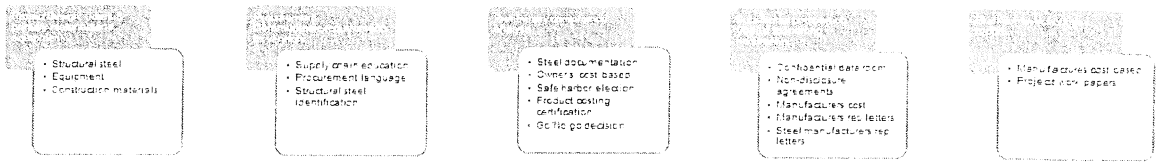
Project Summary

Project Summary	
Project name	Water Reclamation Plant Retrofit
Project type	Biogas
Project capital expenditure	$138 million
Current status	Early construction
Estimated number of primary equipment manufacturers	Thirteen (13)
Domestic manufactures to be certified	Zero
Advisory scope	IRA22 domestic content guidance
Compliance scope	IRA22 domestic content compliance monitoring and compliance report compilation

IRA22 Planning & Guidance
Baker Tilly will assist the Client's project team with developing domestic content requirements that may be integrated into their procurement procedures and documents.

- Interpretation of IRA22 domestic content guidance:
- Title 49 CFR Part 661
- Part III – Administrative, Procedural, and Miscellaneous Notice 2023-38
- Domestic Content Bonus Credit Guidance under Sections 45, 45Y, 48 and 48E
- Procurement guidance with respect to
- Answering contractor/supplier/manufacturer questions
- Procurement requirements

- Procurement documentation



Phase 1: Preliminary Domestic Content Assessment

Baker Tilly will assess the procurement plan and identify planned purchases that add or detract from achieving domestic content compliance. Additionally, we will identify suppliers that have agreed to provide required domestic content documentation as well as those that have declined.

- Request supplier estimates of domestic content
- Structural steel assessment
- Manufactured product assessment
- Domestic content risk assessment
- Domestic content safe harbor assessment
- Preliminary domestic content report
    - List supply chain partners
    - List manufactured project content
    - List expected structural steel use
    - List estimated Client's cost of manufactured content
    - Compute preliminary manufactured domestic content compliance based on Project's estimated cost
    - Report structural steel domestic status
    - List of non-domestic planned purchases that detract from the domestic content ratio
- Go/No Go Decisions
    - Pursue domestic content bonus
    - Utilize domestic content safe harbor compliance
    - Utilize manufacturer's cost based domestic content compliance
    - Utilize manufacturer's represented costs and domestic content percentages
    - Independently certify primary manufacturer's product cost and domestic content percentages

Phase 2: Domestic manufacturer product costing

In the event the Client wants an independent review of the manufacturer's certifications to Baker Tilly, or manufacturer cannot provide, we can perform a validation exercise that will walk through the calculation process with the manufacturer and identify the serial numbers purchased and used by the Client's Project to provide certainty beyond the manufacturer's assertions regarding the status of the Domestic Content bonus credit.

We would provide this service by working directly with Manufacturer to validate assumptions used in certifying domestic content and gathering the backup data to support assertions made for the product specific to this project. Our standard procedures for this review include the following steps:

- Attribute assessment of products in scope.
    - Documentation review: Product specifications, engineering drawings, bill of materials.

    - Identification of data for country of origin.
- Production process(es) assessment.
    - Review manufacturing process in accordance with the definition outlined by the IRA22.
    - Review onsite manufacturing process flow at the in-scope production facility(ies).
    - Review functionality, nature and capability/capacity of manufactured component(s) as applicable.
    - Review production data alignment with manufacturer's product acceptance criteria.
    - Manufacturing cost assessment.
    - Direct cost allocation methodology review, inclusive of direct material costs and direct labor costs
    - For direct material costs, included is a review of the cost for materials which make up an integral part of the
      finished product and cost for materials that are consumed in production.
    - For direct labor costs, included is a review of the cost for labor, encompassing both full-time and part-time employees (contract and independent contractors). Labor costs include but are not limited to the following: base compensation, hourly pay, overtime pay, vacation pay, holiday pay, sick leave pay, payroll taxes, payments to a supplemental unemployment plan. A review of employee benefits expenses will not be included.
    - Verification of costs for purchased components.
- Calculate current state Domestic Content percentage from extract analysis on products used in the Project Deliverables
    - Memorandum summarizing the estimated domestic content percentage of the in scope product(s) based on data and information provided by the manufacturer in a report format.
    - Detailed workpapers including specific unit costs, process flow diagrams, and product bills of materials of the manufacturer will be withheld from the Client to protect confidential information. The workpapers generated as part of this scope of work are not property of the Client. However, the Client will have the right to use pertinent summary information shared in a memo format in order to claim the domestic content bonus credit on the Project.
- These procedures include a site visit to the manufacturing facility to verify the activities presented and Baker Tilly will document all the supporting information to hold on file to supply as support for an IRS audit, resulting in data protection for the manufacturer and high-quality support for the owner of the credit.

Safe Harbor Election (Treasury Notice 2024-41)
IRA22 provides an alternative manufacture's costing methodology for Photovoltaic, Land-Based Wind and Battery Energy Storage System (BESS) projects. The Treasury has defined the allowable project components and assigned a cost factor for determining manufactured product cost. Baker Tilly will:

- Assess the project for eligibility
- Compute project domestic cost percentage
- Evaluate Safe Harbor Election as a viable option to comply with Adjusted Percentage Rule

Confidential Data Room
Baker Tilly will provide Client's supply chain partners with a secure and confidential data room to upload manufacturer's cost information.

Phase 3: Domestic Content Report
Baker Tilly will draft a domestic content compliance report that includes:

- Supply chain partners list
- Structural steel content list
- Manufactured project content list
- Total domestic manufactured cost
- Total project manufactured cost
- Domestic content compliance ratio
- Supplier domestic content supporting documentation.

Domestic Content Statutory Elective Payment Phaseouts and Exceptions (Treasury Notice 2024-9)
Qualifying facilities eligible for direct pay are subject to elective payment reductions if the project fails to achieve the adjusted percentage rule. The Treasury has provided for two Domestic Content Exceptions:

1. Increased cost exception: The cost of domestic steel, iron, or manufactured products increase the overall project cost by more than 25%
2. Non-Availability exception: Relevant steel, iron or manufactured products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality

Domestic Content Exceptions Report
Baker Tilly will draft a domestic content exceptions report that includes:

- Supply chain partners list
- Structural steel content list
- Manufactured project content list
- Preliminary domestic content compliance ratio
- Increased cost exception assessment (if applicable)
- Non-Availability exception assessment (if applicable)
- Supporting documentation and workpapers

Roles and responsibilities

Roles and Responsibilities	
Decisions to pursue Domestic Content bonus and associated supplier costs	Client
Writing procurement and contracting terms and conditions	Client and Baker Tilly
Collaborating with supply chain partners and gaining agreement to provide required information	Client and Supply Chain
Supply chain partner decisions and manufactured product selection	Client
Collaborate with Client and their suppliers on acceptable alternative domestic content documentation if necessary	Baker Tilly
Provide project suppliers with domestic content data collection forms	Baker Tilly
Communicating with Client events or decisions that may impair realizing the domestic content bonus	Baker Tilly
Providing supply chain partners with affidavit templates	Baker Tilly
Providing supply chain partners with a secure data room	Baker Tilly
Final determination of adequacy of domestic content documentation	Baker Tilly

Assumptions

- Client resources will be available as scheduled.
- The Client will provide the specific products and serial numbers to Baker Tilly in order to facilitate discussions with the Manufacturer.
- The Client will notify the Manufacturer of the intended scope of our support.
- Baker Tilly staff will have access to the Manufacturer's facilities and offices during normal business operating hours as scheduled.
- Manufacturer will provide any required safety training prior to Baker Tilly entering a facility. Any Manufacturer-required training is specifically out of scope of this proposal and any costs, including time will be billed outside the fixed fee.
- Manufacturer will provide personal protective equipment (PPE) required to access the facility at no cost to Baker Tilly.
- Deliverables will be provided with 3 days to review and comment by Client after which time they will be deemed accepted.
- Client and Manufacturer will provide requested data in the format(s) required during the data request process. If the client or the Manufacturer is unable to complete this process internally, Baker Tilly can support this activity as an out-of-scope service, such fee to be estimated by Baker Tilly and approved by the Client in writing prior to beginning such work.
- The SOW assumes the Client's Manufacturer leverages an accounting or Enterprise Resource Planning system(s) (or structured database providing the required data relationships) to organize its purchasing and production transactions, as well as item master data and bills of materials. It is assumed that there are material codes that have been established for internal use that are consistent across the company for tracing materials in end products to their source purchasing activities. If this is not the case, the following additional conditions will apply:
    - Client will be notified of the situation and the Manufacturer will be provided guidance to address the additional requirements. If the Client would prefer Baker Tilly assist in organizing the required data, Baker Tilly will provide a cost estimate and a change order for the project to support this out-of-scope activity.
    - Baker Tilly will include a disclaimer in the deliverable letter that our procedures relied upon the Client's assumptions in compiling the necessary data due to limited integration between transactional systems.
- Manufacturer will provide data to support purchasing activity, vendor information and production data to confirm cost and origin of materials produced and sold during the defined period of review. Baker Tilly will sample the listing to confirm existence and accuracy of the data set as part of the procedures. In the event the transactional listing does not corroborate the supporting evidence provided by the Client, Baker Tilly will notify the Client and request a change order.

Additional disclaimers

Please note that Baker Tilly will, in good faith, rely on purchase orders, bills of materials, procurement information, manufacturer's costs and their representations furnished by the Client or third parties, without independent audit or verification. By providing this information to Baker Tilly, Client represents that all procurement, supply chain and finished manufacture's cost data they have provided for the credit computation is complete and accurate, and therefore does not require independent verification from Baker Tilly. Client adheres to all terms and disclaimers outlined in SOW Appendix A, Engagement-Specific Terms and Conditions Section 10.a.

In the event the Client requests access to the workpapers on behalf of a third party such as an insurer or tax authority, Baker Tilly will request authorization from the Client to provide supporting documentation directly to the third party and address the required use.

The work completed in this engagement does not preclude Baker Tilly from working with the manufacturers in scope on future projects that may have domestic content bonus credit requirements

Engagement Fee

Domestic Content Consulting Services	Fee Estimate
Ad hoc consulting services	Included in Appendix A Phase 2
Phase 1: Preliminary domestic content analysis with thirteen (13) primary manufacturers	$97,500
Phase 2: Domestic manufacturer product costing with zero (0) primary manufacturer	Not applicable
Phase 3: Domestic content compliance report	$20,000
Total	**$117,500**
If more than eight (8) manufacture(s) deliver finished manufactured product to the project fees will be adjusted as follows: • **Preliminary analysis: $7,500 for each additional manufacturer** • **Domestic manufacturer product costing: $50,000 per manufacturer** • **Domestic content report: $2,500 for each additional manufacturer**	

Out-of-scope services and the estimated costs thereof must be agreed to in writing by the City in advance of any out-of-scope work being performed.

Out-of-Scope Services	Fee Estimate
Meeting coordination, data collection and distribution	Time and materials

Appendix E: Tax-Exempt Compliance Form 990-T

Thank you for allowing Baker Tilly Advisory Group, LP (Baker Tilly, we, our, Consultant) to serve as your tax accountants and advisors. This Appendix E and the Contract for Professional Services and Appendix A set forth the understanding of the nature and scope of the services to be performed and the fees we will charge for these services. In addition, this letter delineates the responsibilities of Baker Tilly and the City of Dayton, Ohio in connection with the services to be provided under this engagement.

Summary of Services
Consultant will prepare and sign as preparer the federal Form 990-T for the tax year beginning January 1, 2027 through December 31, 2027. The Form 990-T is being filed to claim the direct pay tax credits under the Inflation Reduction Act (IRA).

The scope of our work does not include an analysis as to whether any of your activities constitute an unrelated trade or business. If you are engaging in any unrelated business income activities, it is your responsibility to notify us so we can determine whether these activities are required to be reported as well.

Consultant's work in connection with preparing your return does not include any procedures designed to assure continued exempt status of your organization. Exempt organizations are at risk of losing exempt status if they engage in transactions that are considered private benefit or private inurement transactions. The client organization and its officers may be subject to certain penalties for transactions that result in an excess benefit transaction pursuant to the intermediate sanctions rules as provided in the Internal Revenue Code and regulations promulgated thereunder. Our work in connection with preparing your return does not include any procedures designed to assure that private benefit and private inurement transactions do not exist; and does not assure the prevention of intermediate sanctions.

In certain cases, Form 990-T is subject to public disclosure and therefore is open to review by the general public. You have the final responsibility for reviewing each item on your return which may be subject to public disclosure. If a special analysis of private benefit, private inurement or intermediate sanctions is requested by the Organization, such services will require a separate engagement letter specifically identifying the scope of such procedures.

Unless otherwise agreed to in writing, you will be responsible for preparing and filing all other tax or information returns required to be filed with the applicable authorities including, for example, city and county income or gross receipts filings, payroll tax filings, sales and use tax filings, information reporting filings, secretary of state annual corporate renewal forms, etc.

Additional Services
Any professional services outside the scope of this Appendix E as defined above must be mutually agreed to **and delineated** in **written or electronic communication.** Any such "Additional Services" may be provided under the authority of the MSA and this Appendix E where the fee associated with the requested project or service is expected to be less than $10,000, provided it is not a specifically "Out of Scope Service." Out of Scope Services and tax consulting services that require a separate engagement letter, regardless of the anticipated fee, include but are not limited to:

- Amended tax filings for any prior tax years, including the tax year for this engagement letter.
- Asset and investment sale consultations involving more than $100,000 in proceeds.
- Consulting on current and future transactions, including structuring and due diligence.
- Consultations related to the formation and/or restructuring of business holdings.
- R&E credit consulting and/or computations
- State nexus studies

- Federal or state tax controversy assistance
- International tax
- Organizational tax issues

Any professional services outside the scope of this Appendix E as defined above must be mutually agreed to **and delineated** in **written or electronic communication.** Baker Tilly waives any fees or costs for work not so approved.

If you request that we provide personal financial planning services, such services are subject to *Additional Disclosures*, which are enclosed with this letter.

Your Assistance

It is your responsibility to provide all the information required for the preparation of complete and accurate returns. You agree to bring to our attention any matters that may reasonably be expected to require further consideration to determine the proper tax treatment of such matters. You also agree to bring to our attention any changes in the information as originally provided to us as soon as such information becomes available.

You represent that the information you are supplying to us is accurate and complete to the best of your knowledge. and that any expenses for meals, entertainment, travel, business gifts, charitable contributions, dues and memberships, vehicle use, etc. are supported by records as required by law. You should retain all documents, canceled checks and other data that support income and deductions reported on your returns. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. You have the final responsibility for the income tax returns and, therefore, you should review them carefully before you sign them. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you to clarify some of the information. To the extent information that you provide is incorrect, incomplete, or has other errors, we are not responsible for how those errors impact the correctness of the return. Our work in connection with the preparation of your income tax and/or information returns does not include any procedures designed to discover defalcations, irregularities or abusive tax shelter transactions, should any exist.

Timing

We will complete the preparation of the tax return so it can be timely filed by May 15 the year following project completion or filed by the extended due date of the respective tax return. In the event unforeseen circumstances occur that impact our ability to meet the final completion date, we will contact you to discuss an acceptable revised completion date.

Fees

Our fee for this engagement will be as follows:

Explanation of Work	**Fee**
Form 990-T including the direct pay election and first federal IRA tax credit form (Forms 3468, 8911, and 8936), as applicable	$3,000
Additional federal Forms 3468 and 8911 as required for multiple projects and vehicle acquisitions	$750/filing
Additional federal Forms 8936 and 8936-A as required for multiple vehicle acquisitions	$500/filing

For any Additional Services covered by this Appendix E, you will pay Baker Tilly a fee based on our standard hourly rates for the level of staff performing the services. Out-of-scope services and the estimated costs thereof must be agreed to in writing by the City in advance of any out-of-scope work being performed. Baker Tilly waives any fees or costs for work not so approved.

In addition to our professional fees summarized above, our invoices will include other out-of-scope expenses related to the engagement. **Interim billings will be submitted on a monthly basis as work progresses and expenses are incurred. Our invoices are due and payable upon receipt.**

In the event we believe an additional fee is required as the result of an unforeseen difficulty in completing the assignment, a change in the underlying facts or law or your failure to provide complete information and timely assistance, we will inform you promptly and agree on a revised fee with you at that time.

The total "Not-To-Exceed" fee for performance of the Scope of Services is **$1,773,500.00**. This amount includes $1,673,500 for all direct and indirect labor charges, material cost, overheads, and profits plus all other fees and charges including direct expenses billed on a fixed fee basis, plus a supplemental services allowance in the amount of **$100,000.00**.

The City reserves the right to add supplemental services covered at the standard hourly rates included in this Agreement. Any charges applicable to the supplemental services allowance must be approved in writing by the City and Consultant. The total "billing limits" shall not exceed $1,673,500.00 without further written authorization from the City.

Supplemental Services. A lump sum amount shall be determined for each supplemental service. Each item of supplemental services shall be specifically authorized by the City, and a maximum billing limit shall be established before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established for it without further written authorization by City. Additional amounts for supplemental services may be authorized by City, if necessary, as the work progresses.

BACK

City Manager's Report

FOR CITY COMMISSION APPROVAL

3.

From 9980 - Non-Departmental/CMO/Non- Operating

Date December 4, 2024

Expense Type Contract Modification

Supplier, Vendor, Company, Individual

Total Amount $175,000.00 thru 12/31/2025

Name The Ohlmann Group

Address 130 W. Second Street, Suite 1050
Dayton OH 45402-1508

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-9980-1159-51	$175,000.00

Includes Revenue to the City ☐ Yes ☑ No **Affirmative Action Program** ☑ Yes ☐ No ☐ N/A

Description

First Amendment

The Office of the City Manager requests approval for a First Amendment to the Agreement with The Ohlmann Group. The original Agreement was approved by the City Manager on October 24, 2024, in the amount of $49,400.00. This request will extend the Agreement term from December 31, 2024 to December 31, 2025 and increase the cost by $175,000.00 to cover the additional services for a total expenditure of $224,400.00.

A Certificate of Funds in the amount of $175,000.00 is attached.

These services will include videography and event support for the upcoming state of the City, facilitated sessions to help develop branding for the Mayor's peace campaign and other related activities.

The Department of Law has reviewed and approved this agreement as to form and correctness.

Signatures/Approval

C. LaShea Tipton
Division

Department

C. LaShea Tipton
City Manager

Approved by City Commission

Clerk

Date

Updated 4/16/2024

CERTIFICATE OF FUNDS

CT24-4008 CORD #1

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

___ New Contract ___ Renewal Contract x Change Order

Contract Start Date	Upon Execution	**Required Documentation**	
Expiration Date	12/31/2025		
Original Commission Approval	$ 49,400.00	X	Initial City Manager's Report
Initial Encumbrance	$ 49,400.00	X	Initial Certificate of Funds
Remaining Commission Approval	$ -	X	Initial Agreement/Contract
Original CT/CF	CT24-4008	X	Copy of City Manager's Report
Increase Encumbrance	$ 175,000.00	X	Copy of Original Certificate of Funds
Decrease Encumbrance	$ -		
Remaining Commission Approval	$ -		

Amount: **$ 175,000.00**	Amount:
Fund Code **10000** - **9980** - **1159** - **51** - XXXX - XXXX (Fund Org Acct Prog Act Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc)
Amount:	Amount:
Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc)

Attach additional pages for more FOAPALs **HRC DATE: 03/26/26**

Vendor Name: **The Ohlmann Group**

Vendor Address: **130 W. Second Street Suite 1050 Dayton OH 45402-1508**
Street City State Zip code + 4

Federal ID: **310682270**

Commodity Code: **91826**

Purpose: **The original encumbrance was under $50,000.00 and approved by the City Manager. This is to modify the original contract by extending the term to December 31, 2025 and adding an additional encumberance of $175,000.00.**

Contact Person: Toni Bankston | Public Affairs (Department/Division) | x3614 (Phone)

Originating Department Director's Signature: _____ Date

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Kena L Brown — Finance Director Signature — 11/20/24 — Date

Magatte Diop — CF Prepared by — 11/21/24 — Date — CT24-4008 CORD #1 — CF/CT Number

LG/ 11-25-2024

MEMORANDUM | DAYTON

November 20, 2024

TO: Joe Parlette, Deputy City Manager

FROM: Toni Bankston
Division Manager, Communications & Public Affairs

SUBJECT: **Request for Signature**

The Office of the City Manager is seeking approval for a First Amendment to the Agreement with The Ohlmann Group.

The original Agreement, approved by the City Manager on October 24, 2024, was valued at $49,400.00. This amendment proposes extending the Agreement term from December 31, 2024, to December 31, 2025, and increasing the contract amount by $175,000.00 to accommodate additional services, resulting in a total expenditure of $224,400.00. City Commission approval is required for this First Amendment.

Please see the attached City Manager's Report and Certificate of Funds for signature.

Thank you,

Toni Bankston

Attachments

FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT dated the _____day of _____, 2024, between the City of Dayton, Ohio, ("City"), and The Ohlmann Group, LLC, ("Consultant"), 130 W. Second Street, Suite 1050, Dayton Ohio 45402-1508.

WITNESSETH:

WHEREAS, On October 24, 2024, the City Manager of the City of Dayton, Ohio, approved an Agreement for Professional Services, CT24-4008, ("Agreement") between the City and Consultant; and

WHEREAS, The Initial Agreement was for Phase One in the amount of FORTY-NINE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS ($49,400.00);

WHEREAS, The City and the Consultnat wish to amend the Agreement to add Phase Two for additional public relations services at an additional cost of ONE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($175,000.00);

WHEREAS, The City and the Consultant wish to extend the Agreement until and including December 31, 2025.

NOW THEREFORE, the parties hereby agree to amend the Agreement as follows:

Section 1. Article I-Scope of Services is deleted in its entirety and replaced with the following:

Article I-Scope of Services

In a manner satisfactory to the City, Consultant shall provide the public relations services described in the Scope of Services attached hereto as Exhibits 1 and 2.

Section 2. Article II-Payment is deleted in its entirety and replaced with the following:

Article II-Payment

Total payment for all services under this Agreements shall not exceed TWO HUNDRED AND TWENTY-FOUR THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS ($224,400.00). This shall be paid in accordance with the attached Exhibits 1 and 2. Consultant shall invoice the City on a monthly basis, and unless disputed, the City shall pay the invoice within thirty (30) calendar days of receipt.

Section 3. Article VIII-Term is deleted in its entirety and replaced with the following:

Article VIII-Term

This Agreement shall be effective from October 24, 2024 through and including December 31, 2025, unless terminated earlier by the City.

Section 4. Except as amended by this First Amendment, all terms, covenants, and conditions contained within the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and Consultant have caused this First Amendment to be executed, each by a duly authorized representative, on the date set forth above.

CITY OF DAYTON, OHIO

_____
City Manager

Date: _____

APPROVED AS TO FORM AND CORRECTNESS

Musto, John Digitally signed by Musto, John Date: 2024.11.18 09:04:20 -05'00'

_____
City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

_____, 202__

Min./Bk. _____ Pg. _____

_____
Clerk of Commission

OHLMAN GROUP, INC.

By: Jerry R. Michael

Title: CEO

Ohlmann Group

Exhibit 2

Dayton Forward

City of Dayton
Project Proposal
Phase 2: January-December 2025

Prepared For:
Shelley Dickstein, Dayton City Manager
Toni Bankston, Chief Communications Officer

Date: November 14, 2025

P 937.278.0681 F 937.277.1723 130 W. Second Street, STE 1050 Dayton, OH 45402 OHLMANNGROUP.COM

Ohlmann Group

Phase 2: January 2025 – December 2025
Total: $175,000

Recommended activities:

State of the City Deliverables
Total: $10,000 (includes credit from Phase I activities carried forward for Phase II)

- **State of City Video**—Provide video support including graphics, videography and editing, scripting, etc. to create video version of the State of the City.
- **State of City Event Support**—Coordinate event where community leaders can gather and unveil the State of City Video with backend press support.

Public Relations Deliverables
Total: $75,000

- **Ongoing Spokesperson Support**—Leverage the work from Phase I media training to support ongoing media and speaking engagements by the Mayor, City Commission and other department heads and spokespeople.
- **Media Outreach**—Supplement the work of the City of Dayton Communications Team to identify, pitch and place stories that support the educational campaign. This includes briefings with WHIO, WDTN, WRGT/WKEF, Spectrum news directors, and pitching segments to Living Dayton and Good Day Dayton news shows. This also includes an editorial meeting with the Dayton Daily News, WYSO and outreach to Dayton Weekly News.
- **Facilitated Sessions**—Serve as facilitators for community and business leader meetings to support Peace campaign. Includes pre-work, meeting materials, facilitation and post-session summaries.
- **Social Posts**—Content and editorial calendar creation. Identify key social influencers on this subject who can be advocates. Provide social content and monitor
- **Neighborhood Newsletters**—Identify key neighborhood leaders, local community newsletters/magazines/community Facebook pages. Provide content and follow up to monitor placements
- **Speaker Placements**—Work with key community organizations to identify key leaders who would benefit from the educational campaign. Targets include Dayton Chamber Breakfast Briefing, Dayton Rotary, I-70/75 Development Association, TedX Youth Dayton, Dayton Daily News Community Conversations and more.

Ohlmann Group

Branding/Creative Deliverables
Total: $20,000

- **Support for Speaker placements**
  - Video—Create a short educational video to highlight the strategies that have been implemented as part of the Peace campaign
  - Presentation Creation—Includes template creation and content by audience
  - Photographs and creative elements—Leave behind or other material creation for each speaking engagement
- **Advertising Components**
  - Two :30 second radio spots
  - Digital display ads

Media Deliverables
Total: $70,000 ($7,500/quarter for a 10-day radio media flight and $10,000/quarter to amplify messages digitally)

- **Radio Spots**—Begin running highly targeted radio spots on WDHT, WROU and WDAO.
- **PSAs**—Negotiate 1 for 1 PSAs plus tie into community show on WDAO and Faith Daniels on WDTH/WROU.
- **Digital Display Ads**—To address emotionally-driven perceptions of public safety, use video ads targeting people who follow the news, and even zooming in to people who read news related to crime. We can also run display ads on pages that have to do with Dayton crime, and send them to a page that dispels misrepresentation of certain crime statistics.

City Manager's Report
FOR CITY MANAGER APPROVAL

From 9980 - Non-Departmental/CMO/Non Operating

Date October 17, 2024

Expense Type Service Agreement

Total Amount $49,400.00

Supplier, Vendor, Company, Individual

Name The Ohlmann Group

Address 130 W. Second Street
Dayton OH 45402-1508

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-9980-1159-51	$49,400.00

Includes Revenue to the City ☐ Yes ☑ No **Affirmative Action Program** ☐ Yes ☐ No ☑ N/A

Description

Service Agreement

The City Manager's Office is requesting approval to enter into a Service Agreement with The Ohlmann Group to provide public relations and consulting services to support the Mayor's efforts of curbing youth violence.

The City Manager's Office request permission to enter into this Agreement with The Ohlmann Group through December 31, 2024 for an amount not to exceed $49,400.00.

The Department of Law has reviewed and approved this contract as to form and correctness.

The Agreement and Certificate of Funds in the amount of $49,400.00 are attached.

Signatures/Approval

Division

Department

Approved by City Manager

City Manager

Date 10/24/2024

Updated 4/16/2024

CERTIFICATE OF FUNDS

CT24-4008

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	Upon Execution
Expiration Date	12/31/2024
Original Commission Approval	$ 49,400.00
Initial Encumbrance	
Remaining Commission Approval	$ -

Required Documentation

____ Initial City Manager's Report
____ Initial Certificate of Funds
____ Initial Agreement/Contract

Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

X Copy of City Manager's Report
____ Copy of Original Certificate of Funds

Amount: $ 49,400.00	Amount:
Fund Code 10000 - 9980 - 1159 - 51 - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)
Amount:	Amount:
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)

Attach additional pages for more FOAPALs

HRC DATE: 03/26/26

Vendor Name: **The Ohlmann Group**

Vendor Address: **130 W. Second Street Suite 1050 Dayton OH 45402-1508** (Street City State Zip code + 4)

Federal ID: **310682270**

Commodity Code: **91826**

Purpose: **New contract to provide public relations and consulting services for an educational campaign to support the work being done by the Mayor's office to combat youth violence.**

Contact Person: Toni Bankston — Public Affairs (Department/Division) — x3614 (Phone)

Originating Department Director's Signature: [signature] — 10/18/2024 (Date)

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

[signature] — Finance Director Signature — 10/22/24 (Date)

[signature] — CF Prepared by LG/10-22-2024 — 10/22/24 (Date) — CT24-4008 (CF/CT Number)

Ohlmann Group

EXHIBIT 1

Dayton Forward

City of Dayton
Project Proposal
Phase I: October 2024-December 2024

Prepared For:
Shelley Dickstein, Dayton City Manager
Toni Bankston, Chief Communications Officer

Date: October 3, 2024

P 937.278.0681 F 937.277.1723 130 W. Second Street, STE 1050 Dayton, OH 45402 OHLMANNGROUP.COM

Ohlmann Group

Dayton Forward

Project Overview: The City of Dayton is facing a challenging set of circumstances, including a perception that crime is on the rise. And while crime as a whole is down, the City has experienced a spike in violent crime outside of the downtown area. The City is addressing these issues, but sustainable solutions take time to implement. The City has a sense of urgency to immediately address these issues, but some local news stories have added to public and resident perception issues. An educational campaign is needed this fall to support the work that will kick off in early 2025. This communication plan will lay the groundwork for the field workers who will work on violence interruption strategies.

Phase 1: October 2024 – December 2024 *(available for work to begin in September)*
Total Investment: $49,714

Public Relations Deliverables

- **Media Messaging & Strategy Session**—Two-hour session with City leadership to identify key messages and statistics that can be used in the education campaign. Ohlmann to create a messaging grid from the input and host follow up meeting to align on key messaging and strategy—*5 hours total. Total cost: $3,500*
- **Media Training—**Executive team media training for up to six people. *(There is an incremental cost per added attendee.)* This includes a half-day group session with best practices, media clip examples, an interview tip sheet and practice sessions. It also includes a one-hour personalized session with each participant including a video interview that is recorded and a playback session where the trainer will provide real-time coaching and feedback. An additional 30-minute coaching and interview prep session is included for each participant during Phase 1. Total cost: *$16,000*
- **Media Outreach**—Supplement the work of the City of Dayton Communications Team to identify, pitch and place stories that support the educational campaign. This includes briefings with WHIO, WDTN, WRGT/WKEF, Spectrum news directors, and pitching segments to Living Dayton and Good Day Dayton news shows. This also includes an editorial meeting with the Dayton Daily News, WYSO and outreach to Dayton Weekly News—*2 hours/week. Total cost: $5,000*

Ohlmann Group

- **Social Posts**—Content and editorial calendar creation. Identify key social influencers on this subject who can be advocates. Provide social content and monitor—*1 hour/week. Total Cost: $2,400*
- **Neighborhood Newsletters**—Identify key neighborhood leaders, local community newsletters/magazines/community Facebook pages. Provide content and follow up to monitor placements—*1 hour/week. Total Cost: $2,400*
- **Speaker Placements**—Work with key community organizations to identify key leaders who would benefit from the educational campaign. Calendar speaking engagements for Q1 2025. Targets include Dayton Chamber Breakfast Briefing, Dayton Rotary, I-70/75 Development Association, TedX Youth Dayton, Dayton Daily News Community Conversations and more—*8 hours total. Total cost: $2,600*

Creative/Branding Deliverables

- **Brand/Icon Development**—Create an icon that can be used in all materials to provide a thematic piece that is consistent through all materials and messaging. Creative team will provide at least 3 concepts for selection. Includes minor modifications to align on final version. *Total Cost: $6,000*

Advertising/Media Deliverables: *Total Cost: $11,814*

- **Radio Spots**—Begin running highly targeted radio spots on WDHT, WROU and WDAO in mid-December. Includes media costs for December 15-December 31.
- **PSAs**—Negotiate PSAs plus tie into community show on WDAO and Faith Daniels on WDHT/WROU.
- **Billboard**—Explore prominent and relevant locations including the Convention Center billboard downtown.
- **Media Planning**—Create media plan for Q1 execution.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 24 day of OCTOBER, 2024 between the City of Dayton, Ohio ("City") and The Ohlmann Group, Inc., 130 W. Second St., Suite 1050, Dayton, OH 45402 ("Consultant").

WITNESSETH THAT:

WHEREAS, the City requires a qualified consultant public relations consulting services; and

WHEREAS, Consultant represents that it is skilled and qualified to perform and willing to perform these services.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereby agree as follows:

Article I – Scope of Services

In a manner satisfactory to the City, Consultant shall provide the public relations services described in the Scope of Services and attached hereto as Exhibit 1.

Article II – Payment

In consideration for performance of the Services, City shall pay Contractor an amount not to exceed FORTY-NINE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS ($49,400.00) and in accordance with Exhibit 1.

Consultant shall invoice the City no more frequently than monthly. As long as the work performed is satisfactory, the City shall pay the Consultant within 30 days of receiving each invoice.

Article VIII – Term

This Agreement shall be effective upon execution by the City, and it shall terminate on December 31, 2024.

Article IV – Independent Contractor

By executing this Agreement, Consultant acknowledges and agrees that she will be providing the Services to the City as an "independent contractor." As an independent contractor for the City, Consultant will be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Consultant will have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Consultant understands and agrees that she is not a City employee, and therefore, shall not be entitled to, nor will Consultant make any claim for, any of the emoluments of employment with the City of Dayton. Contractor is not a "public employee" for the purpose of Ohio Public Employees Retirement System membership. Further, Consultant will be solely responsible to withhold and pay all applicable local, state and federal taxes.

Article V – Indemnification

Consultant shall defend, indemnify and save harmless the City, its officers, employees, and agents from and against all expenses, damages, suits, or liabilities (including attorneys' fees) of every kind whatsoever by reason of, arising out of, or in any way connected with the performance or non-performance of this Agreement and/or Services, including any alleged violation by Consultant of any federal, state or local law, regulation or order.

Consultant shall procure and maintain any and all necessary insurances and in such amounts as required by law. Consultant maintains and shall furnish all applicable certificates and or certifications required for the described services.

Article VI – Non-Discrimination

Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances (R.C.G.O.) of the City of Dayton, Ohio, constitutes a material condition of this Agreement as fully as if specifically rewritten herein and that failure of Consultant to comply therewith shall constitute a breach of this Agreement entitling the City, at its option, to terminate this Agreement.

Article VII – General Provisions

A. Amendment or Modification

City or Consultant may request to amend or modify this Agreement, but such amendment or modification shall not be effective unless it is reduced to writing, referencing this Agreement, and is executed by a duly authorized representative of City and Consultant, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

B. Entire Agreement/Integration

This Agreement represents the entire and integrated Agreement between the City and Consultant. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements, or contracts, whether oral or written, relating to the subject matter of this Agreement.

C. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

D. Waiver

A waiver by the City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the City's rights with respect to any other or further breach.

E. Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

F. Meetings and Evaluation

Consultant shall attend all necessary meetings. Consultant shall also meet with the City at such other times requested by the City to review and discuss performance of this Agreement and /or Services required hereunder. Consultant shall cooperate with the City in all respects concerning the review and monitoring of Consultant's performance of the Services under this Agreement.

G. Notice/Communications

Any written notice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally or certified mail or first class U.S. mail, postage prepaid, to the Consultant's address first set forth above, and to the City at the following address:

Toni Bankston
Office of Communications & Pubic Affairs
City of Dayton
101 W. Third St.
Dayton, Ohio 45401

Nothing contained in this sub-section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

H. Termination for Convenience

The City may terminate this contract upon fifteen days written notice for its convenience. In the case of a termination for convenience, the Consultant must stop work immediately and is only entitled to payment for work satisfactorily performed prior to the date of termination. The Consultant shall not be entitled to lost profits.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City, by a duly authorized representative, and Consultant have executed this Agreement as of the date first set forth above.

THE OHLMANN GROUP, LLC

By: Linda Q Kahn

Its: Board Chair

CITY OF DAYTON, OHIO

FOR

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

Musto, John Digitally signed by Musto, John Date: 2024.10.22 11:53:12 -04'00'

City Attorney

No Commission action required

BACK

4.

City Manager's Report

FOR CITY COMMISSION APPROVAL

From **2510 - Municipal Court**

Date **December 4, 2024**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$300,000.00 thru 12/31/2025**

Name **Montgomery County Board of Commissioners**

Address **451 West Third Street, 11th Floor**
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Special Revenue	22113-2510-29601-74	$300,000.00

Includes Revenue to the City ☑ Yes ☐ No **Affirmative Action Program** ☐ Yes ☐ No ☑ N/A

Description

Service Agreement for Electronic Monitoring Program

The Dayton Municipal Court requests permission to enter into a Service Agreement for the Electronic Monitoring Program with the Montgomery County Board of County Commissioners, in the amount of $300,000.00.

Since May 2008, the Dayton Municipal Court Department of Supervision has provided electronic monitoring services. This Service Agreement allows for the continuation of electronic monitoring services for all the municipal courts within Montgomery County. It also provides the funding for the salary, benefits, and other related costs for two full-time officers and one part-time secretary, as well as all monitoring fees with Behavioral Intervention, Inc.

The term of this Agreement is one year from January 1, 2025, through December 31, 2025.

This Agreement has been reviewed by the Department of Law as to form and correctness.

A Certificate of Revenue for $300,000.00 is attached, along with a copy of the Agreement.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

Updated 4/16/2024

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information:

Name Montgomery County Board of Commissioners

Address 451 W. Third Street, 11th Floor

City Dayton State Ohio Zip+4 45402 -

Customer # 31-6000172 Address Location # 02 OEHD

Federal ID# 31-6000172

Revenue Information:

Fund 22113 Org 2510 Rev 29601 Prog 74 Actv

Contract Information:

Contract Start Date 01/01/2025 Contract Expiration Date 12/31/2025

Billing Information:

Rate: $300,000.00 Arrears No Pre-bill

Monthly (1st month of billing) January, 2025

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain) Electronic Transfer of Funds into City Account

Rate Change Date Rate Change Amount

Description of Services (wording on invoice): Electronic Home Detention Program

Departmental Approval Anne Marie Murray

TO BE COMPLETED BY FINANCE

City Reference Number 11-0172 Auditor Lisa Fletcher Date 11/22/2024

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance Kena L Brown

(Rev 4/30/2008)

SERVICE AGREEMENT
ELECTRONIC MONITORING PROGRAM

THIS SERVICE AGREEMENT ("Agreement") is made this _____ day of _____, 2024, between the Montgomery County Board of County Commissioners (hereinafter referred to as the "Board"), and the City of Dayton, Ohio (hereinafter referred to as the "City").

WITNESSETH THAT:

WHEREAS, the Board, through the Montgomery County Clerk of Courts, desires professional services from the City hereinafter described in Article One; and,

WHEREAS, the City, by and through the Dayton Municipal Court, is uniquely qualified, experienced and willing to perform the said services.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF WORK

1.1 At the direction of the Board or the Board's duly appointed representative, the City, by and through agents and/or employees of the Dayton Municipal Court, agrees to perform the professional services identified in the Scope of Work attached hereto and incorporated herein as Exhibit "A". The Board and the City further agree that, unless otherwise authorized by the Board in writing, all services to be performed hereunder shall be performed by the agents and/or employees of the Dayton Municipal Court.

ARTICLE TWO: SCHEDULE OF PAYMENTS

2.1 To compensate the City for services rendered as outlined in Exhibit A, the Board agrees to pay the City an amount not to exceed Three Hundred Thousand Dollars and Zero Cents ($300,000.00). Payments shall be made to reimburse the City for actual expenses incurred as they are invoiced to the Montgomery County Clerk of Courts in accordance with the services and conditions identified in Exhibit A. Invoices from the City shall include documentation to support all incurred expenses and confirmation of payment.

2.2 Invoices from the City shall be sent to the Montgomery County Courts Building, 41 N. Perry Street, Room 106, Dayton, Ohio 45422, ATTN: Stacey MacDonald. The Clerk of Courts shall pay the City within forty-five (45) days after receipt of the City's invoices. The Clerk of Courts and the City further agree that invoices for services rendered by the City which exceed the scope of services set forth in Exhibit A and invoices for services not authorized by the Clerk of Courts shall not be paid by the Clerk of Courts. The Clerk of Courts shall have the right, upon reasonable written request, to written evidence of the City's related expenses to provide said professional services.

ARTICLE THREE: CONDITIONS

3.1 The Board, through the Clerk of Courts and the City agree to act in accordance with the express conditions as embodied in the conditions attached hereto and incorporated herein as Exhibit "A".

ARTICLE FOUR: TERM

4.1 The effective date of this Agreement shall be from the date of execution by all parties and certification of the amount set forth in Article Two above by the Montgomery County Auditor and shall cover a period of time from January 1, 2025, through December 31, 2025, unless sooner terminated as hereinafter provided.

ARTICLE FIVE: ASSIGNMENTS

5.1 The parties expressly agree that this Agreement may not be transferred or assigned in whole or in part.

ARTICLE SIX: GOVERNING LAW

6.1 This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced in and under the laws of Montgomery County, Ohio.

ARTICLE SEVEN: INTEGRATION, MODIFICATION AND SEVERABILITY

7.1 This instrument embodies the entire agreement of these parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE EIGHT: TERMINATION

8.1 If a party (the "Defaulting Party") is in material breach of or default under this Agreement, and the Defaulting Party does not remedy that breach or default within fifteen (15) calendar days after receipt from the other party of written notice of that default or breach (provided that if the breach or default is one that cannot be remedied within such fifteen (15) day period, this Agreement may be terminated effective immediately upon written notice to the Defaulting Party), the other party shall after the expiration of such fifteen (15) calendar day period have the right to terminate this Agreement effective immediately upon written notice to the Defaulting Party.

8.2 If in the opinion of the Board, the Montgomery County Jail population is not significantly reduced by each court participating in the Electronic Monitoring Program ("EMP"), the Board reserves the right to cancel the program or remove specific courts from the program that do not reflect a significant reduction in their jail population.

ARTICLE NINE: NON-DISCRIMINATION

9.1 The Dayton Municipal Court agrees to comply with the applicable provisions of all Federal, State, and local laws, rules and regulations regarding employment, including but not limited to, those sections related to non-discrimination.

ARTICLE TEN: RELATIONSHIP

10.1 The parties hereby agree that the relationship between them shall not be held out or construed as employer-employee, joint venture, or principal-agent. Neither party shall act or represent itself in such a manner as to assume or create any obligation on behalf of, or in the name of, the other party, without the prior written and express authority to do so by a duly authorized representative. It is further agreed that all agents and/or employees of the Dayton Municipal Court performing the services hereunder are not Clerk of Courts employees and not entitled to any of the emoluments of Clerk of Courts employment.

ARTICLE ELEVEN: NOTICES

11.1 Except as otherwise expressly provided herein, any notice required or authorization to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows: to the Clerk of Courts, to Stacey MacDonald, Program Manager-Legal Division, The Montgomery County Courts Building, 41 N. Perry Street, Room 106, Dayton, Ohio 45422; if to the City, to the Court Administrator, Dayton Municipal Court, having its principal business address at 301 West Third Street, Room 365, Dayton, OH 45402.

ARTICLE TWELVE: HEADINGS

12.1 The Headings in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

ARTICLE THIRTEEN: WAIVER

13.1 Any forbearance or delays on the part of either party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce the same in the future unless waived by the waiving party in writing.

ARTICLE FOURTEEN: LIABILITY

14.1 Each party assumes responsibility for the acts and conduct of the parties' respective employees in the performance of the services, duties and responsibilities set forth herein. Notwithstanding, neither party waives any available immunities under the law.

ARTICLE FIFTEEN: OFFICE SPACE

15.1 Montgomery County Clerk of Courts agrees to provide office space, if available, for the current staff of this program. This space will be provided at no charge for the duration of this Agreement. Office space for secretarial support will be provided based on availability as determined by the Jail Administrator.

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Docusign Envelope ID: 6AE186CE-4789-4969-9A88-D2B9C915534E

IN WITNESS WHEREOF the parties have hereunto set their hands on the _____ day of _____, 2024.

WITNESS:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

_____ By _____
Judy Dodge

_____ By _____
Deborah A. Lieberman

_____ By _____
Carolyn Rice

OR

_____ By _____
WITNESS Michael B. Colbert
Montgomery County Administrator

MONTGOMERY COUNTY CLERK OF COURTS

_____ By _____
WITNESS Shannon Crabtree
Deputy Administrator

APPROVED AS TO FORM:
MATHIAS H. HECK, JR.
Prosecuting Attorney for Montgomery County, Ohio

DocuSigned by:
BY Ward Barrentine
FF338DE1071549E...
Assistant Prosecuting Attorney

Date _____

docusign

Certificate Of Completion

Envelope Id: 6AE186CE478949699A88D2B9C915534E
Status: Completed
Subject: Complete with Docusign: Amended Electronic Monitoring Program Agreement - 2025.doc
ResolutionID: 2024 1874
Source Envelope:
Document Pages: 8
Signatures: 1
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Stacey MacDonald
451 W. Third St.
Dayton, OH 45422
macdonalds@mcohio.org
IP Address: 151.181.209.134

Record Tracking

Status: Original
11/14/2024 | 03:11 PM
Holder: Stacey MacDonald
macdonalds@mcohio.org
Location: DocuSign

Signer Events	Signature	Timestamp
Ward Barrentine barrentinw@mcohio.org Assistant Prosecuting Attorney Montgomery County Security Level: Email, Account Authentication (None)	DocuSigned by: Ward Barrentine FF336DE1071549E... Signature Adoption: Pre-selected Style Using IP Address: 151.181.209.134	Sent: 11/14/2024 | 03:57 PM Viewed: 11/15/2024 | 10:06 AM Signed: 11/15/2024 | 10:07 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/14/2024 | 03:57 PM
Certified Delivered	Security Checked	11/15/2024 | 10:06 AM
Signing Complete	Security Checked	11/15/2024 | 10:07 AM
Completed	Security Checked	11/15/2024 | 10:07 AM

Payment Events	Status	Timestamps

WITNESSED BY:

Brittany R. Martin

DAYTON MUNICIPAL COURT

By Ann Marie Murray
Court Administrator

WITNESSED BY:

_____

CITY OF DAYTON, OHIO

By _____
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

Musto, John Digitally signed by Musto, John Date: 2024.11.19 17:11:00 -05'00'

City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO:

_____, 2024.

Min. / Bk. _____ Pg. _____

_____
Clerk of the Commission

EXHIBIT "A"
SCOPE OF WORK

Part A. Summary of Service

The Electronic Monitoring Program (EMP) is a program utilizing state of the art global positioning satellites (GPS) and personal tracking units to monitor the location of pre-trial and post conviction individuals.

Part B. Service Description

The City will employ two (2) civilian employees to inform defendants of the terms and conditions of the EMP program, be responsible for hook-up and installation of EMP equipment and for maintaining a sufficient supply of EMP equipment for county-wide municipal court use. In addition, the employees will be responsible for handling all alerts generated by the system, monitoring defendant activities, maintaining communications with the participating courts and creating required reports regarding the program. Based on funding and office space availability the City will provide a part-time secretary to assist the staff with associated program paperwork and data entry.

Part C. Service Outcome

Through the utilization of the EMP system a reduction in the number of persons in custody by the participating courts should occur. The average jail population over the past three (3) years for each of the participating courts will be utilized as a guide to help make this determination, keeping in mind there are variable factors that may influence the results.

Part D. Reports

The City will be responsible for the creation of monthly (possibly more frequently) reports including but not limited to the following information:

- Number of days sentenced
- Number of days pre-trial release
- Final charge at sentencing
- Number of revocations
- Identification of individuals in program
- Financial report relating to those individuals paying and not paying for the program and reflecting the amount of funds received*
- Where applicable reports will be broken down by court and judge.

*A separate account is to be created and maintained for revenue received from this project. Collected revenues will be deducted from invoices as they are submitted.

Part E. Evaluation of Program

The EMP program will be evaluated on a periodic basis throughout the Agreement period.

CONDITIONS

The Dayton Municipal Court shall provide appropriate documentation to support all invoices submitted to the Clerk of Courts. Appropriate documentation shall depend on the type of expense incurred and shall consist of:

- Employee payroll – Payroll registers, allocations of expense and rationale
- Internal expenses – Type of expense, allocation of expense and rationale
- Outside expenses – Invoices and any/all supporting documentation

All submitted documentation shall include proof of payment.

BACK

5.

City Manager's Report

FOR CITY COMMISSION APPROVAL

From **3420 - Water/Water Engineering**

Date **December 4, 2024**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **$4,584,922.10 (thru 1/31/2027)**

Name **C.G. Construction & Utilities, Inc.**

Address **6891 Germantown Pike**
Miamisburg, OH 45342

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2022 Series Water Const. Fund	53826-3445-1424-54-WF2403	$3,438,691.58
Water Capital Fund	53005-3445-1424-54-WF2403	$1,146,230.52

Includes Revenue to the City ☐ Yes ☑ No **Affirmative Action Program** ☑ Yes ☐ No ☐ N/A

Description

Belmont Area Water Main Improvements, Phase 1
(15% MBE Participation Goal/ 15% MBE Participation Achieved)

The Department of Water requests permission to enter a Contract with C.G. Construction & Utilities, Inc. in the amount of $4,584,922.10 for the Belmont Area Water Main Improvements, Phase 1 project. This amount includes the base bid of $4,168,111.00 and Alternate No. 1 – Contingency Allowance for $416,811.10 (10% of the Base Bid). This project consists of installing approximately 14,500 LF of 8-inch water main in various streets within the Belmont Area.

Five bids were received for this project on November 7, 2024. After evaluating the bids, C.G. Construction & Utilities, Inc.'s bid was determined to be the lowest. The estimated cost for the project (including Alternate No. 1 – Contingency Allowance) was $5,400,000.00. The project will commence upon execution, and the time of completion is January 31, 2026. The expiration date on the Certificate of Funds is January 31, 2027.

This project is being funded using 2022 Series Water Construction Fund (Debt) and the Water Capital Fund.

A Certificate of Funds in the amount of $4,584,922.10, Tabulation of Bids, Human Relations Council's verification letter, and C.G. Construction & Utilities, Inc.'s Bid Form are attached.

Signatures/Approval

Division Digitally signed by Michael Powell Date: 2024.11.22 10:42:49 -05'00'

Department

City Manager C. LaShea Lofton

Approved by City Commission

Clerk

Date

Updated 4/16/2024

CT24-4047

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	Upon Execution
Expiration Date	1/31/2027
Original Commission Approval	$ 4,584,922.10
Initial Encumbrance	$ 4,584,922.10
Remaining Commission Approval	$ -
Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

X	Initial City Manager's Report
X	Initial Certificate of Funds
X	Initial Agreement/Contract
	Copy of City Manager's Report
	Copy of Original Certificate of Funds

Amount: $ 3,438,691.58	Amount: $ 1,146,230.52
Fund Code 53826 - 3445 - 1424 - 54 - WF2403 - ____ (Fund - Org - Acct - Prog - Act - Loc)	Fund Code 53005 - 3445 - 1424 - 54 - WF2403 - ____ (Fund - Org - Acct - Prog - Act - Loc)
Amount:	Amount:
Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund - Org - Acct - Prog - Act - Loc)	Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund - Org - Acct - Prog - Act - Loc)

Attach additional pages for more FOAPALs

Vendor Name: C.G. Construction & Utilities, Inc.

Vendor Address: 6891 Germantown Pike (Street) Miamisburg (City) OH (State) 45342 (Zipcode + 4)

Federal ID: 31-1666913

Commodity Code: 96896

Purpose: Award of Contract for Belmont Area Water Main Improvements, Phase 1 (15% MBE Participation)

Contact Person: Lisa Burton-Yates | Water/Water Financial Sservices (Department/Division) | 11/22/2024 (Date)

Originating Department Director's Signature: Michael Powell — Digitally signed by Michael Powell Date: 2024.11.22 10:42:28 -05'00'

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropirated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Kena L Broom — Finance Director Signature — 11/25/24 (Date)

Mutanee James — CF Prepared by LG / 11-25-2024 — 11/25/24 (Date) — CT24-4047 (CF/CT Number)

Belmont Area Water Main Improvements, Phase 1 (#9340106)
Owner: City of Dayton, Ohio
Solicitor: Dayton OH, City of
11/07/2024 12:00 PM EST

	C. G. Constructic	Double Jay Const	Milcon Concrete	L.J. DeWeese Co.	C. J. Hughes Construction Co., Inc.
Section Tit	Extension	Extension	Extension	Extension	Extension
Base Bid	$4,047,375.00	$4,413,844.00	$4,634,212.00	$5,070,950.00	$7,649,195.00
Fixed Price	$120,736.00	$120,736.00	$120,736.00	$120,736.00	$120,736.00
Alternate N	$416,811.10	$453,458.00	$463,421.20	$519,168.60	$776,993.10
Base Bid T	$4,168,111.00	$4,534,580.00	$4,754,948.00	$5,191,686.00	$7,769,931.00

MEMORANDUM | DAYTON

November 9, 2024

TO: Brian Zamonsty, Senior Engineer II,
Department of Public Works

FROM: Lamonte Hall, Jr., Executive Director,
Human Relations Council (HRC) LHJ

SUBJECT: **Belmont Area Water Main Improvements (MBE 15% Participation Goal)**

The HRC recommendation is to award the above contract to C.G. Construction & Utilities, Inc. C.G. Construction & Utilities, Inc., submitted a bid that uses two (3) MBE-certified contractors to meet the 15% MBE project participation goal. The HRC's contract compliance analysis verified C.G. Construction & Utilities, Inc., is an approved bidder in the City of Dayton's Affirmative Action Assurance (AAA) program, and the company's authorized representative signed the Contractor's Certification to indicate fair hiring practices.

The recommended company to receive the award is as follows:

PRIME CONTRACTOR	AAA	MBE	AMOUNT OF BASE BID
C.G. Construction & Utilities, Inc.	*X*		*$4,168,111.00*

CERTIFIED DBE PARTICIPATION			COMMITTED AMOUNT	% TOWARD GOAL
W.C. Jones Asphalt Paving Co., Inc.	*X*	*X*	*$430,920.00*	*10.33% MBE*
Davida's Trucking		*X*	*131,750.00*	*3.16% MBE*
A to Z Property Maintenance, Inc.	*X*	*X*	*63,100.00*	*1.51% MBE*
			Total Towards Goal	***15% MBE***

The MBE participation forms (Letters of Intent) for all sub-contractors, should be included with the contract agreement. Contract compliance includes, but is not limited to meeting verified participation goals, and worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or concerns, contact the HRC at (937) 333-1400.

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Belmont Area Water Main Improvements Phase 1 (15% MBE Participation Goal)

Bidder C.G. Construction & Utilities, Inc.
6891 Germantown Pike
Miamisburg, OH 45342
937-866-7166

Belmont Area Water Main Improvements, Phase 1 (#9340106)					
Owner: City of Dayton, Ohio					
Solicitor: Dayton OH, City of					
11/07/2024 12:00 PM EST					
				C. G. Construction & Utilities, Inc.	
Item Code	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
201	Tree Removed	EA.	2	$500.00	$1,000.00
202	Railroad Track Removed Per Trench Length	L.F.	1000	$2.00	$2,000.00
207	Temporary Sediment and Erosion Control	L.S.	1	$4,648.50	$4,648.50
304	Aggregate Base	C.Y.	2000	$43.00	$86,000.00
305	Concrete Base (ODOT 499, Class FS)	S.Y.	3200	$49.00	$156,800.00
404	Speed Hump	EA.	2	$3,780.00	$7,560.00
441	Asphalt Concrete Surface Course, Type 1 (448), PG64-22	TONS	2500	$198.00	$495,000.00
453	Concrete Driveway	S.F.	2500	$17.00	$42,500.00
608	Concrete Walk	S.F.	4000	$15.00	$60,000.00
608	Sidewalk Ramp	S.F.	400	$24.00	$9,600.00
609	Barrier Curb/Curb and Gutter	L.F.	4000	$43.00	$172,000.00
614	Maintaining Traffic	LUMP	1	$59,310.00	$59,310.00
615	Low Strength Mortar Backfill, Type 1 (No Fly Ash) (additional cost)	C.Y.	5000	$56.00	$280,000.00
623	Construction Layout Stakes	LUMP	1	$5,790.00	$5,790.00
642	Crosswalk Line	L.F.	40	$40.00	$1,600.00
642	Transverse Line	L.F.	20	$43.00	$860.00
653	Topsoil Furnished and Placed, 4"	C.Y.	50	$70.00	$3,500.00
659	Seeding and Mulching (Hydro Seed)	S.Y.	500	$5.00	$2,500.00
810	Excavation and Backfill, 4" Water with Structural Backfill	L.F.	243	$83.00	$20,169.00
810	Excavation and Backfill, 6" Water with Structural Backfill	L.F.	354	$61.50	$21,771.00
810	Excavation and Backfill, 8" Water with Structural Backfill	L.F.	11950	$57.50	$687,125.00
810	Excavation and Backfill, 12" Water with Structural Backfill	L.F.	30	$121.50	$3,645.00
824	4" Ductile Iron Water Pipe & Fittings	L.F.	243	$83.00	$20,169.00
824	6" Ductile Iron Water Pipe & Fittings	L.F.	354	$61.50	$21,771.00
824	8" Ductile Iron Water Pipe & Fittings	L.F.	11950	$57.50	$687,125.00
824	12" Ductile Iron Water Pipe & Fittings	L.F.	30	$121.50	$3,645.00
837	Abandoned, Special (Water Valves)	EA.	60	$185.00	$11,100.00
837	Remove and Replace Existing Valve	EA.	1	$3,850.00	$3,850.00
840	6" Gate Valve and Appurtenances	EA.	31	$1,680.00	$52,080.00

840	8" Gate Valve and Appurtenances	EA.	22	$2,350.00	$51,700.00
840	12" Gate Valve and Appurtenances	EA.	2	$4,180.00	$8,360.00
843	Fire Hydrant, Installed	EA.	24	$4,608.00	$110,592.00
843	Fire Hydrant, Removal	EA.	11	$860.00	$9,460.00
844	4"x4" Water Main Tap	EA.	1	$1,785.00	$1,785.00
844	8"x8" Water Main Tap	EA.	1	$1,785.00	$1,785.00
844	10"x8" Water Main Tap	EA.	2	$1,785.00	$3,570.00
844	12"x8" Water Main Tap	EA.	4	$1,785.00	$7,140.00
844	12"x12" Water Main Tap	EA.	1	$1,785.00	$1,785.00
845	Service Replacement, Method "B", 1"	L.F.	9250	$73.25	$677,562.50
845	Service Replacement, Method "B", 1 1/2"	L.F.	100	$89.00	$8,900.00
845	Curb Stop, 1"	EA.	370	$300.00	$111,000.00
845	Curb Box, 1"	EA.	370	$187.00	$69,190.00
845	Curb Stop, 1 1/2"	EA.	4	$760.00	$3,040.00
845	Curb Box, 1 1/2"	EA.	4	$207.00	$828.00
847	Cut & Plug, 4" Water Line	EA.	13	$1,445.00	$18,785.00
847	Cut & Plug, 6" Water Line	EA.	15	$1,445.00	$21,675.00
847	Cut & Plug, 8" Water Line	EA.	1	$1,445.00	$1,445.00
SP-1	Inserta Valves, 6"	EA.	2	$2,727.00	$5,454.00
SP-3	8" AWWA C-900 Sewer Pipe	L.F.	100	$102.00	$10,200.00
Fixed Price Item					$120,736.00
810	Street Cut Permit	LUMP	1	$20,736.00	$20,736.00
SP-2	Cold Weather Temporary Pavement	LUMP	1	$100,000.00	$100,000.00
Alternate No.1 Contingency Allowance (10% of Base Bid)					$416,811.10
A-1	Contingency Allowance (10% of Base Bid a	LUMP	1	$416,811.10	$416,811.10
Base Bid Total:					**$4,168,111.00**

DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

Disclosure of Litigation: Have you or any person, group, partnership, company, or corporation affiliated with you been engaged in the past three (3) years in litigation, mediation or any form of contractual dispute resolution with any state government or any political subdivision thereof including, without limitation, the State of Ohio, the City of Dayton, Ohio, or Montgomery County, Ohio? For the purpose of your response, "affiliated" means directly or indirectly controlling, controlled by, or under common control, with "control" meaning legally or operationally in a position to exercise restraint or direction over the other.

RESPONSE: YES ☐ NO ☑

If your response is "YES" please separately identify each lawsuit, mediation or dispute resolution process in which you or your affiliate have been engaged during the past three (3) years. Identify the nature of the dispute, the parties involved, and the current status of the dispute. Attach or include any information you believe pertinent to a full understanding of the disputed matters.

Disclosure of Investigation or Criminal Proceedings:

Within the past three (3) years have you or any person, group partnership, company, or corporation affiliated with you:

(1) Been the subject of any criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

RESPONSE: YES ☐ NO ☑

(2) Been the subject of:

(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or

(ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES ☐ NO ☑

If your response is "YES" please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.

Within the past three (3) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the company been:

(1) Sanctioned relative to any business or professional permit and/or license?

RESPONSE: YES☐ NO☑

(2) Suspended, debarred, or disqualified from any government contracting process?

RESPONSE: YES☐ NO☑

(3) The subject of a criminal investigation, whether open or closed, or an indictment for any business related constituting a crime under local, state, or federal law?

RESPONSE: YES☐ NO☑

(4) Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

(i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities , immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or

(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.

RESPONSE: YES☐ NO☑

If your response is "YES" please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.

Bidder is

An Individual
Firm Name _____

Business Address _____

Telephone _____

Partnership
Firm Name _____

Members of Firm and
Their Business Address _____

_____

_____

Telephone _____

Corporation
Name C.G. Construction & Utilities, Inc.

State of Incorporation Ohio

Name and Title of
Officers with Authority
to Sign Contract Mary L.S. Getter, President

Carl R. Getter, Vice-President

Home Office Address 6891 Germantown Pike

Local Address Miamisburg, OH 45342

Telephone (937) 866-7166 Fax (937) 865-9271

E-mail undergroundmancg@blzwoh.rr.com

Federal I.D.# 31-1666913

Dated this 6 day of November, 2024

Bidder: Mary L.S. Getter
Digitally signed by Mary L.S. Getter
Date: 2024.11.06 17:05:54 -05'00'

(Person, Firm, or Corporation)

By: Mary L.S. Getter

Title: President

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

In accordance with Ordinance No. 31487-16 of the City of Dayton, Ohio Revised Code of General Ordinances,

I, Mary L.S. Getter hereby certify that
(print name – an Officer of the company)

C.G. Construction & Utilities, Inc. meets the following Contractor requirements relating
(company)
to this City of Dayton construction project

Check All That Apply:

☑ Comply with all City of Dayton income tax obligations and requirements

☑ Maintain worker's compensation insurance for all employees as required by the State of Ohio

☑ Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project

☑ Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

☑ Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services

☑ Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: Mary L.S. Getter Digitally signed by Mary L.S. Getter Date: 2024.11.06 17:06:16 -05'00'
(signature)

Title: President

Date: November 6th, 2024

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

A. Please provide a complete listing of the fringe benefits provided to employees, including but not limited to health insurance and retirement benefits.

Health & Welfare	
Pension	
Apprenticeship	
Annuity (Laborers only)	
National Training (Operators only)	
Administration fees	

B. Please identify any "bona fide apprentice training program" in which this company participates in accordance with the Ohio Bureau of Apprenticeship Training and the U. S. Department of Labor.

Operating Engineers	L.I.U.N.A.
Apprenticeship Training	Apprenticeship Training
Program Local 18	Program Local 1410

C. Please provide a list of subcontractors whose quotes or information are included or used in the bid submitted for this project.

W.C. Jones Asphalt Paving Co., Inc.	
Davida's Trucking	
A to Z Property Maintenance, Inc.	

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

Please see attached

E. Provide a complete listing of any determinations of the bidder's violations of federal, state, or local laws, including a list of all citations, orders, or recommendations issued to or against the bidder within the previous 3 years.

None

undergroundmancg@bizwoh.rr.com

From:	Scottcgconstruction@swohio.twcbc.com
Sent:	Tuesday, October 22, 2024 3:03 PM
To:	'Will Deters'; 'Keith Gibson'; ken block; 'Keshee' Harris'; kelvin; 'bryant mcconnell'; 'bryant mcconnell'; david@midwestcutandcore.com; grissomcon@att.net; 'George Tuck'; ljohnkathy@aol.com; 'Paul Riese'; 'Hank Ernst'; 'Leo Lucas'; 'Jonathan Baker'; 'COMER, Mark (BIC Mid Ohio)'; 'EVANS, Caitlin (BIC Mid Ohio)'; 'Don Donaldson'
Cc:	'Fields, Erica'; David.Lyttle@daytonohio.gov; undergroundmancg@bizwoh.rr.com
Subject:	Request for Pricing, Belmont Area Water Main Improvements Phase 1
Importance:	High

To PEP vendors,

C.G. Construction & Utilities, Inc. is soliciting quotes for the Belmont Area Water Main Improvements Phase 1 project for the City of Dayton. This project bids at noon, October 31, 2024.
This project's participation goal is 15% MBE.

We are requesting quotes for construction services, trucking services, aggregate material, asphalt paving, pipe material, concrete work, electrical work, seed/straw/landscaping and pavement markings.
Plans and bid documents were too large to attach to this email however, they are on Builders Exchange at no cost. Information about the plans, specs and requirements for this project are also available at the Minority Business Center located within the Human Relations Council offices at 371 W. Second St. Dayton, OH.
Their telephone number is 937-333-1033.
Please send quotes for your specific scope to chip.cgconstruction@bizwoh.rr.com or you may also reply to myself at scottcgconstruction@swohio.twcbc.com.

Thank you,

Scott Pearson
C.G. Construction & Utilities, Inc.
Phone: 937 866-7166
Fax: 937 865-9271
Cell: 937 604-5471

CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Montgomery ,ss:

Mary L.S. Getter being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of C.G. Construction & Utilities, Inc. ("the Contracting Party").

2. The Contracting Party is a/an (select one):

☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.

☑ Corporation organized and existing under the laws of the State of Ohio.

☐ Labor organization.

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By: Mary L.S. Getter Digitally signed by Mary L.S. Getter Date: 2024.11.06 17:07:33 -05'00'

Title: President

CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
) SS:
COUNTY OF Montgomery)

Mary L.S. Getter, being first duly sworn deposes and states that:

(1) He/she is President of
(owner, partner, officer, representative, or agent)
C.G. Construction & Utilities, Inc. that
(business or organization name)

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid.

(3) Such offering is genuine and is not a collusive or sham offering

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from offering in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Dayton, its employees, or citizens.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including the affiant.

Mary L.S. Getter Digitally signed by Mary L.S. Getter Date: 2024.11.06 17:08:00 -05'00'
SIGNED

President
TITLE

ADDENDUM NO. 1
BELMONT AREA WATER MAIN IMPROVEMENTS, PHASE 1
15% MBE PARTICIPATION

October 18, 2024

TO ALL BIDDERS:

This addendum is issued to modify the specifications and contract documents for the titled project. This addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Proposals" and shall become part of the Contract.

All bidders are requested to attach this Addendum to the Bid Form and return to the City. This Addendum No. 1 includes:

Clarification for Inserta Valves

The Inserta Valves are included to be used as needed to avoid shutdowns.

ADDENDUM NO. 2
BELMONT AREA WATER MAIN IMPROVEMENTS, PHASE 1
15% MBE PARTICIPATION

October 24, 2024

TO ALL BIDDERS:

This addendum is issued to modify the specifications and contract documents for the titled project. This addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Proposals" and shall become part of the Contract.

All bidders are requested to attach this Addendum to the Bid Form and return to the City. This Addendum No. 2 includes:

Clarifications to Contractor Questions

1. Is there a projected start date for the project?
   No. The completion date is January 31, 2026.

2. Can you provide a rough size of the trees to be removed for the project?
   We do not have measurements of the tree sizes. This item is for places where the water main installation may be close enough to trees that they may need to be removed to allow for the installation.

3. Can a General Conditions/Mobilization/Demobilization item be added?
   No. This shall be included in the cost for new work items.

4. Can you clarify if we need to use stone aggregate or low strength mortar for the trench repair in the roads?
   Backfill to sub-grade using Low Strength Mortar Backfill if the street is considered a thoroughfare. For all other streets, backfill to sub-grade using Item 304 Aggregate Base.

5. Standard detail WA-6 – Water Main Cut & Plug mentions alternative methods being available for pipe 12" and smaller. Will there be any alternative methods allowed for this project? If so, what will be the acceptable way?
   Alternative methods will be considered as approved by Water Engineering. Alternative methods must be submitted to the Engineer and approved prior to beginning this work.

6. Will the contractor only be responsible for excavating and installing the Inserta valve saddles? Will the City provide the taps for these locations also?

   This note should be added to the plans:
   " INSERTA VALVES WILL BE FURNISHED AND INSTALLED BY THE CITY OF DAYTON AT NO EXPENSE TO THE CONTRACTOR. THE CONTRACTOR SHALL PERFORM ALL EXCAVATION, BACKFILL, AND RESTORATION REQUIRED FOR INSTALLATION OF THE INSERTA VALVES. NO INSERTA VALVES WILL BE INSTALLED ON MONDAY OR FRIDAY. THE CONTRACTOR SHALL PROVIDE

SHORING AS REQUIRED BY WATER DISTRIBUTION TO ENTER THE HOLE TO INSERT THE VALVE. PAYMENT FOR ABOVE WORK BY THE CONTRACTOR WILL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM SPECIAL, INSERTA VALVES".

ADDENDUM NO. 3
BELMONT AREA WATER MAIN IMPROVEMENTS, PHASE 1
15% MBE PARTICIPATION

October 25, 2024

TO ALL BIDDERS:

This addendum is issued to modify the specifications and contract documents for the titled project. This addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Proposals" and shall become part of the Contract.

All bidders are requested to attach this Addendum to the Bid Form and return to the City. This Addendum No. 3 includes:

Bid Opening Delayed

The date of the Bid Opening is changed from 12:00 o'clock on Thursday, October 31, 2024 to 12:00 o'clock on Thursday, November 7, 2024.

Clarifications to Contractor Questions

1. Could you please further clarify which of the streets on this project are considered thoroughfares that will require LSM and which ones will not?
   Croyden Ave. and Bellaire Ave. are thoroughfares.

2. Does the City anticipate any need for adding a bid item 202 Railroad Track Removed Per Trench Length for train or trolley tracks encountered? It is our understanding that there is the possibility of this in or around the Watervliet Ave / Belmont Area.
   The revised Bid Items include a quantity for this to be used if railroad tracks are encountered.

Revised Bid Items

The revised Line Items sheet is attached with the following revisions:

-Added Item 202 – Railroad Track Removed per Trench Length with a quantity of 1,000 L.F.
-Revised Item 810 – Low Strength Mortar Backfill, Type 1 (No Fly Ash) (additional cost) to 5,000 C.Y.

Line Items-Belmont Area Water Main Improvements, Phase 1

ITEM CODE	ITEM DESCRIPTION	UofM	QUANTITY	UNIT PRICE
201	Tree Removed	EA.	2	
202	Railroad Track Removed Per Trench Length	L.F.	1000	
207	Temporary Sediment and Erosion Control	L.S.	1	
304	Aggregate Base	C.Y.	2000	
305	Concrete Base (ODOT 499, Class FS)	S.Y.	3200	
404	Speed Hump	EA.	2	
441	Asphalt Concrete Surface Course, Type 1 (448), PG64-22	TONS	2500	
453	Concrete Driveway	S.F.	2500	
608	Concrete Walk	S.F.	4000	
608	Sidewalk Ramp	S.F.	400	
609	Barrier Curb/Curb and Gutter	L.F.	4000	
614	Maintaining Traffic	LUMP	1	
615	Low Strength Mortar Backfill, Type 1 (No Fly Ash) (additional cost)	C.Y.	5000	
623	Construction Layout Stakes	LUMP	1	
642	Crosswalk Line	L.F.	40	
642	Transverse Line	L.F.	20	
653	Topsoil Furnished and Placed, 4"	C.Y.	50	
659	Seeding and Mulching (Hydro Seed)	S.Y.	500	
810	Excavation and Backfill, 4" Water with Structural Backfill	L.F.	243	
810	Excavation and Backfill, 6" Water with Structural Backfill	L.F.	354	
810	Excavation and Backfill, 8" Water with Structural Backfill	L.F.	11950	
810	Excavation and Backfill, 12" Water with Structural Backfill	L.F.	30	
824	4" Ductile Iron Water Pipe & Fittings	L.F.	243	
824	6" Ductile Iron Water Pipe & Fittings	L.F.	354	
824	8" Ductile Iron Water Pipe & Fittings	L.F.	11950	
824	12" Ductile Iron Water Pipe & Fittings	L.F.	30	
837	Abandoned, Special (Water Valves)	EA.	60	
837	Remove and Replace Existing Valve	EA.	1	
840	6" Gate Valve and Appurtenances	EA.	31	
840	8" Gate Valve and Appurtenances	EA.	22	
840	12" Gate Valve and Appurtenances	EA.	2	
843	Fire Hydrant, Installed	EA.	24	
843	Fire Hydrant, Removal	EA.	11	
844	4"x4" Water Main Tap	EA.	1	
844	8"x8" Water Main Tap	EA.	1	

	844	10"x8" Water Main Tap	EA.	2	
	844	12"x8" Water Main Tap	EA.	4	
	844	12"x12" Water Main Tap	EA.	1	
	845	Service Replacement, Method "B", 1"	L.F.	9250	
	845	Service Replacement, Method "B", 1 1/2"	L.F.	100	
	845	Curb Stop, 1"	EA.	370	
	845	Curb Box, 1"	EA.	370	
	845	Curb Stop, 1 1/2"	EA.	4	
	845	Curb Box, 1 1/2"	EA.	4	
	847	Cut & Plug, 4" Water Line	EA.	13	
	847	Cut & Plug, 6" Water Line	EA.	15	
	847	Cut & Plug, 8" Water Line	EA.	1	
SP-1		Inserta Valves, 6"	EA.	2	
SP-3		8" AWWA C-900 Sewer Pipe	L.F.	100	
		Alternate No.1 Contingency Allowance (10% c	LUMP	1	
		<u>Fixed Price Items</u>			
	810	Street Cut Permit			$20,736.00
SP-2		Cold Weather Temporary Pavement			$100,000.00

BID BOND

Amount $ Ten Percent (10%) of the Total Amount Bid

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Ten Percent (10%) of the Total Amount Bid Dollars, for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, C.G. Construction & Utilities, Inc. for Belmont Area Water Main Improvements Phase 1 _____ named therein, and the said bidder shall within ten (10) days after being advised that said contract has been awarded to the bidder, enter into a Contract in the form hereto attached and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed at Dayton, Ohio, this 31st day of October, 2024.

C.G. Construction & Utilities, Inc.

By _____
Bidder
Mary L. S. Getter, President

Hudson Insurance Company

_____
Surety
Susan E. Hurd, Attorney-In-Fact

Hylant Group, Inc.
Name of Insurance Agency

50 E. Business Way, Ste. 420, Cincinnati, OH 45241
Address of Insurance Agency

Telephone 513-985-2400 FAX 513-985-2404

E: susan.hurd@hylant.com
Cell: 614-256-0238

Hudson Insurance Company CORPORATE SEAL 1918 DELAWARE

HUDSON
INSURANCE GROUP

BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Nicholas R. Hylant, Judy K. Wilson, Vicki S. Duncan, Kristie A. Pudvan, Susan E. Hurd

Jennifer A. Jarosz, , Theresa J. Foley, Loudan Braun, Kathy S. Zack

of the states of Ohio, Michigan and Florida

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 5th day of June, 20 23 at New York, New York.

HUDSON INSURANCE COMPANY

Attest.....
Dina Daskalakis, Corporate Secretary

By.....
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 5th day of June, 20 23 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)

.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies.

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made, and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force

Witness the hand of the undersigned and the seal of said Company this 31st day of October, 20 24

By.....
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2023

ASSETS

Bonds	$	213,611,946
Preferred stocks		55,803,393
Common stocks		340,719,956
Mortgage Loans on Real Estate		277,383,791
Cash on hand and on deposit		47,025,622
Reinsurance Receivable		443,991,074
FIT recoverable (including net deferred tax asset)		25,895,640
Aggregate write-ins for other than invested assets		47,792,231
Uncollected premiums and agents' balances in the course of collection		26,458,746
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		158,459,785
Other Assets		735,770,807
Total Assets	$	2,372,912,991

LIABILITIES & SURPLUS

Losses	$	397,207,040
Loss adjustment expense		39,537,629
Other expenses		34,149,978
Unearned Premiums		135,530,274
Ceded reinsurance premiums payable		877,185,803
Payable to parent, subsidiaries and affiliates		9,761,021
Commissions payable, contingent commissions and other similar charges		63,322,383
Other Liabilities		136,330,908
Total Liabilities	$	1,693,025,036
Preferred and Common capital stock	$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		378,907,620
Surplus as regards policyholders	$	679,887,955
Total Liabilities and Surplus	$	2,372,912,991

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, Rory Rose, the undersigned Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2023.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 21 day of March , 2024.

Rory Rose

Rory Rose
Chief Financial Officer

Subscribed and sworn to before me this 21 day of March , 2024.
My commission expires

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County, Certified in New York
Commission Expires December 10, 2025

ANN M. MURPHY NOTARY PUBLIC STATE OF NEW YORK

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 03/20/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

HUDSON INSURANCE COMPANY

of Delaware is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew-Stated Reasons (A&H)
Ocean Marine
Other
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

HUDSON INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of $2,354,713,624, liabilities in the amount of $1,749,346,771, and surplus of at least $605,366,853.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Belmont Area Water Main Improvements Ph. 1 (15% MBE Participation Goal) Dayton, Ohio

NAME LOCATION

During the performance of this contract:

C.G. Construction & Utilities, Inc.	6891 Germantown Pike, Msbg. OH 45342	937-866-7166/937-865-9271
CONTRACTOR	ADDRESS	TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status.

The successful contractor using one or more trades of construction employees must comply with Part I of these Affirmative Actions Program conditions to each such trade.

Part I: Requirements. To be eligible for award of a contract under this Invitation to Bid, contractors must certify as prescribed in Paragraph 1a, of the certification specified in Part II hereof that it adopts the minimum goals and timetables of minority and female worker utilization, and specific Affirmative Action steps set forth in Sections 1 and 2 of this Part I.

1.) **Goals & Timetables**. The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in Percentage Terms
From 1/1/2000 to Present	11.5%

	Goals of Female Worker Utilization Expressed in Percentage Terms
From 4/1/80 to Present	6.9%

The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

In reaching the goals for minority and female utilization, every effort shall be made to find and employ qualified journey-persons. Provided, however, and pursuant to the requirements of the Department of Labor Regulations, 29 CFR 5a.3, twenty-five percent (25%) of apprentices or trainees shall be employed on all projects and shall be in their first year of training, where feasible.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and/or trainees at the completion of the training subject to the availability of employment opportunities. Apprentices and trainees must be trained pursuant to programs which have been approved by The U.S. Department of Labor and/or The State of Ohio.

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the Ecomonic Area for each trade for which it is committed to the goals under Part I.

However, no contractor shall be found to be in noncompliance solely on account of the contractor's failure to meet the goals and timetables, but such contractor shall be given the opportunity to demonstrate that all of the specific Affirmative Action steps specified in Part I have been instituted and has made every "good faith" effort to make these steps work towards the attainment of the goals and timetables.

2.) **Specific Affirmative Action Steps**. A contractor subject to Part I, must engage in Affirmative Action directed at increasing minority and female utilization, which is at least as extensive and as specific as the following steps:

a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.

b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefore.
c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.

e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the Economic Area during the performance of its contract or subcontract.

g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton Economic Area.

h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.

i) The contractor shall validate all tests and other selection requirements.

j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.

k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.

l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.

m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.
o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

Part II: Contractor's Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid, unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

C.G. Construction & Utilities, Inc. (Contractor) certifies that:

1. The following listed construction trades will be used in performance of this project.

Operating Engineers	
Laborers	
Truck Drivers	

a) as to those trades set forth in the preceding paragraph one hereof, it adopts the minimum minority and female utilization goals and the specific Affirmative Action steps contained in this Affirmative Action Program. Compliance is measured in each trade of the contractor's aggregate work force for all construction work (both federal and non-federal) in the four Counties (Greene, Miami, Montgomery and Preble) subject to this Affirmative Action Program; and

b) the successful contractor will obtain from each subcontractor and submit to the contracting or administering agency prior to the award of any subcontract under this contract, the subcontractor certification required by the Affirmative Action Program.

SIGN: Mary L.S. Getter Digitally signed by Mary L.S. Getter Date: 2024.11.07 07:50:44 -05'00'

(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ

PEP-CERTIFIED MBE (SELECT ONE) PARTICIPATION FORM

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: C.G. Construction & Utilities, Inc.

Address: 6891 Germantown Pike

City: Miamisburg State: OH ZIP: 45342

Telephone: (937) 866-7166 Email: undergroundmancg@bizwoh.rr.com

Primes Base Bid $: $ 4,168,111.00

Name of Project: Belmont Area Water Main Improvements Phase 1 (15% MBE Participation Goal)

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: W.C. Jones Asphalt Paving Co., Inc.

PEP-Certified Firm's Tax ID#: 31-0955590

Scope of Work to Be Performed by Certified Firm: Asphalt paving, speed hump

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ $ 430,920.00	% 10.34	$ $ 430,920.00
Materials	$ $ 172,368.00	% 4.14	$ $ 172,368.00
Labor	$ $ 258,552.00	% 6.20	$ $ 258,552.00

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Mary L.S. Getter

Digitally signed by Mary L.S. Getter
Date: 2024.11.07 07:51:50 -05'00'

(Signature of Bidder/Proposer's Authorized Agent)

Mary L.S. Getter

(Printed Name of Bidder/Proposer's Authorized Agent)

President 11/07/24

(Title of Bidder/Proposer's Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

PEP-CERTIFIED MBE **(SELECT ONE) PARTICIPATION FORM**

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: C.G. Construction & Utilities, Inc.

Address: 6891 Germantown Pike

City: Miamisburg State: OH ZIP: 45342

Telephone: (937) 866-7166 Email: undergroundmancg@bizwoh.rr.com

Primes Base Bid $: $ 4,168,111.00

Name of Project: Belmont Area Water Main Improvements Phase 1 (15% MBE Participation Goal)

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Davida's Trucking

PEP-Certified Firm's Tax ID#: 47-4972742

Scope of Work to Be Performed by Certified Firm: Trucking

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ $ 131,750.00	% 3.16	$ $ 131,750.00
Materials	$ $ 0.00	% 0.00	$ $ 0.00
Labor	$ $ 131,750.00	% 3.16	$ $ 131,750.00

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Mary L.S. Getter

Digitally signed by Mary L.S. Getter
Date: 2024.11.07 07:52:53 -05'00'

(Signature of Bidder/Proposer's Authorized Agent)

Mary L.S. Getter

(Printed Name of Bidder/Proposer's Authorized Agent)

President 11/07/24

(Title of Bidder/Proposer's Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

PEP-CERTIFIED MBE (SELECT ONE) PARTICIPATION FORM

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: C.G. Construction & Utilities, Inc.

Address: 6891 Germantown Pike

City: Miamisburg State: OH ZIP: 45342

Telephone: (937) 866-7166 Email: undergroundmancg@bizwoh.rr.com

Primes Base Bid $: $ 4,168,111.00

Name of Project: Belmont Area Water Main Improvements Phase 1 (15% Participation Goal)

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: A to Z Property Maintenance, Inc.

PEP-Certified Firm's Tax ID#: 20-0431498

Scope of Work to Be Performed by Certified Firm: Concrete driveway, sidewalk, curb ramp, barrier curb/curb and gutter

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ $ 63,100.00	% 1.51	$ $ 63,100.00
Materials	$ $ 25,240.00	% 0.60	$ $ 25,240.00
Labor	$ $ 37,860.00	% 0.91	$ $ 37,860.00

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Mary L.S. Getter

Digitally signed by Mary L.S. Getter
Date: 2024.11.07 07:53:53 -05'00'

(Signature of Bidder/Proposer's Authorized Agent)

Mary L.S. Getter

(Printed Name of Bidder/Proposer's Authorized Agent)

President 11/07/24

(Title of Bidder/Proposer's Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: *Submit one (1) executed copy of this form with your Bid/Proposal.*

- *If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).*
- *If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date.* ***Bidders/Proposers will receive no further reminders about this deadline.***

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: *(Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)*

☑ **Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s).** The Bidder/Proposer is committed to a minimum of:

% SBE	15.00 % MBE	% WBE	% DLSB

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

☐ **Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived:** *(Check all that apply.)*

☐ SBE ☐ MBE ☐ WBE ☐ DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. *The Bidder/Proposer will receive no further reminders about this deadline.*

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. *Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract.* The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. *Divided contract work items into economically feasible units to facilitate PEP participation,* even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. *Negotiated in good faith with PEP-Certified Firms,* and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. *Provided interested PEP-Certified Firms with plans and specifications at no cost,* or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. *Sought the Dayton MBAC's assistance* or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

Mary L.S. Getter Digitally signed by Mary L.S. Getter Date: 2024.11.07 07:54:26 -05'00'

(Signature of Bidder/Offeror's Authorized Agent)

C.G. Construction & Utilities, Inc.

(Name of Bidder/Proposer's Firm)

Mary L.S. Getter

(Printed Name of Bidder/Offeror's Authorized Agent)

President

(Title of Bidder/Offeror's Authorized Agent)

11/07/2024

(Date)

BACK

6.

City Manager's Report

FOR CITY COMMISSION APPROVAL

From **2370 - PND/Development**

Date **December 4, 2024**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$2,000,000.00 thru 6-30-2026**

Name **IFF**

Address **333 South Wabash Avenue, Suite 2800**
Chicago, IL 60604

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Other Special Revenue	22504-2370-1224-41	$2,000,000.00

Includes Revenue to the City ☐ Yes ☑ No **Affirmative Action Program** ☑ Yes ☐ No ☐ N/A

Description

Development Agreement for "HoM Flats at Forest" Workforce Housing Development

The Department of Planning, Neighborhoods & Development (PND) is requesting approval to enter into a Development Agreement with IFF in the amount of $2,000,000.00 for the construction of a workforce housing development of approximately 260 housing units called "HoM Flats at Forest." The Agreement will commence upon execution and will expire on June 30, 2026.

IFF will then distribute funds to the developer for the project, which is Magnus Capital Partners of Grand Rapids, Michigan. HoM Flats at Forest is to be located at the northeast corner of Old Orchard Avenue and Homewood Avenue, including frontage on Forest Avenue, on a site of approximately 13 acres in the Five Oaks neighborhood. The project will include a daycare and extensive amenities.

The use of Northwest Development funding was approved by the Development Fund Board on October 23, 2024. The Board found that this will be an especially impactful development for the vicinity and acknowledged that quality workforce housing is essential for job growth in Dayton.

In 2023, the property was rezoned to allow for this development, which occurred with approval of the Dayton City Commission and the Dayton City Plan Board, with support from the Five Oaks neighborhood.

We anticipate that these funds will be used toward non-construction activities, such as acquisition, materials, and soft costs. Should the funding be used for construction activities, there shall be a 25 percent aspirational MBE goal.

The funding source is the Other Special Revenue Fund.

The Department of Law has reviewed and approved this Agreement as to form and correctness.

A Certificate of Funds is attached for $2,000,000.00.

Signatures/Approval

E-SIGNED by Tony Kroeger on 2024-11-25 21:20:28 GMT

Division

E-SIGNED by Steven Gondol on 2024-11-25 21:39:52 GMT

Department

C. LaShea Tipton

City Manager

Approved by City Commission

Clerk

Date

Updated 4/16/2024

CERTIFICATE OF FUNDS

CT24-4055

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Order:

Contract Start Date	upon execution
Expiration Date	6/30/2026
Original Commission Approval	$ 2,000,000.00
Initial Encumbrance	$ 2,000,000.00
Remaining Commission Approval	$ -
Original CT/CF	$ -
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

X	Initial City Manager's Report
X	Initial Certificate of Funds
X	Initial Agreement/Contract
	Copy of City Manager's Report
	Copy of Original Certificate of Funds

Amount: $2,000,000.00

Fund Code 22504 (Fund) 2370 (Org) - 1224 (Acct) - 41 (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: IFF

Vendor Address: 333 South Wabash Avenue, Suite 2800 (Street) Chicago (City) Illinois (State) 60604 (Zipcode + 4)

Federal ID: 363656836

Commodity Code: 90698

Purpose: Agreement with IFF for the construction of a workforce housing development

Contact Person: Charles Porter ext. 1077

Planning, Neighborhoods & Development / Development (Department/Division)

11/22/2024 (Date)

Originating Department Director's Signature: E-SIGNED by Steven Gondol on 2024-11-22 15:53:57 GMT

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Finance Director Signature — 11/26/24 (Date)

CF Prepared by Saleh Asumani LG / 11-25-2024 — 11/26/2024 (Date) — CT24-4055 (CF/CT Number)

MEMORANDUM | DAYTON

November 21, 2024

TO: Shelley Dickstein, City Manager
Office of the City Manager

FROM: Steven C. Gondol, Director E-SIGNED by Steven Gondol on 2024-11-22 15:53:42 GMT
Department of Planning, Neighborhoods & Development

SUBJECT: Development Agreement with IFF

The Department of Planning, Neighborhoods & Development (PND) is requesting placement on the December 4, 2024, City Commission calendar a Development Agreement with IFF to facilitate the construction of a workforce housing development at the northeast corner of Homewood Avenue and Old Orchard Avenue in the Five Oaks neighborhood. IFF is a non-profit partner to the developer of the site, Magnus Capital Partners of Grand Rapids, MI.

The development is to occur on approximately 13 acres, with the 260 housing units contained in eleven buildings over the campus. The development will also include a daycare and an extensive list of amenities.

In 2023, the property was rezoned to allow for this development, which occurred with approval of the Dayton City Commission and the Dayton City Plan Board, with support from the Five Oaks neighborhood.

The City's contribution leverages a total investment of approximately $70M.

The use of Northwest Development funding was approved by the Development Fund Board on October 23, 2024. The Board found that this will be an especially impactful development for the vicinity and acknowledged that quality workforce housing is essential for job growth in Dayton.

While this project is not being supported with Dayton Recovery Plan funding, it is noteworthy that it will compliment DRP investments that have been made throughout the target area of Five Oaks.

We anticipate that these funds will be used toward non-construction activities, such as acquisition, materials, and soft costs. Should the funding be used for construction activities, there shall be a 25 percent aspirational MBE goal. This percentage mirrors goals of DRP housing development projects.

If you have any questions, please contact Tony Kroeger at extension 3673.

SCG/tdk

C: LaShea Lofton, Joe Parlette

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into between the **CITY OF DAYTON, OHIO**, a municipal corporation in and of the State of Ohio ("City"), and **IFF**, an Illinois non-profit corporation ("IFF").

WITNESSETH THAT:

WHEREAS, The City desires to support a quality workforce housing development in the Five Oaks neighborhood, which has been heavily impacted by COVID-19; and,

WHEREAS, Magnus Forest Avenue Limited Partnership, a Michigan limited partnership (the "Developer"), and/or its related entities, is a housing developer who has a demonstrable record of completing successful workforce housing development and is able to bring substantial resources to the implementation of a workforce housing development; and,

WHEREAS, IFF has agreed to receive the funds awarded pursuant to this Agreement and to loan such funds to Developer under substantially the same terms and conditions as set forth in this Agreement; and,

WHEREAS, The City believes it is in its best interest to enter into this Agreement, which will improve housing conditions in impacted neighborhoods and is aligned with IFF's organizational mission.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, City and IFF agree as follows:

DEFINITIONS.

For the purposes this Agreement, the following words and phrases shall have the following meanings ascribed to them respectively, regardless of whether the words and phrases are capitalized:

Development Grant. A grant provided hereunder by the City of Dayton for the purpose of improving the health, welfare, and economic prosperity of Dayton residents.

Project. The implementation and creation of a housing development of approximately two-hundred sixty (260) units in the City of Dayton's Five Oaks neighborhood, as more particularly described in Ordinance 32055-23 of the Commission of the City of Dayton, and **Exhibit A** attached hereto and incorporated herein.

Project Costs. The costs incurred and paid for by Developer in completing the Project, including those which may be prior to the term of this Agreement. Expenses for professional services and other "soft costs" are excluded from this definition.

Eligible Project Costs. Those Project Costs actually incurred and paid for by Developer during the term of this Agreement, which shall include the following: land acquisition; new building construction, without limitation, interior and exterior building improvements; electrical, plumbing, and HVAC systems; machinery and equipment; furniture and fixtures; and new signage and lighting.

ARTICLE 1. PROJECT TIMELINE.

IFF will invest, or shall cause to be invested by Developer, in capital improvements, equipment, and programming activities necessary to perform the required Services of the Project. IFF shall, or shall cause Developer to, commence construction of the Project on a date (the "Construction Commencement Date") that is within one hundred twenty (120) days of Developer closing on its primary construction financing for the Project, subject to Force Majeure Delays. IFF shall, or shall cause Developer to, complete the Project no later than the two (2) year anniversary of the Construction Commencement Date, unless such time for commencement and/or completion is extended upon mutual written agreement of the parties or due to Force Majeure Delays. A "Force Majeure Delay" shall mean any event that is not within the reasonable control of a party and that unavoidably delays or prevents performance of such party's obligations hereunder, including, without limitation: (a) unusual and extraordinary weather conditions; (b) strikes, riots, acts of God, war, or insurrections; (c) material or labor shortages, including, without limitation, any existing or future logistics and supply chain delays; (d) pandemics (including delays associated with the COVID-19 pandemic); or (e) governmental action or delay.

As further delineated herein, all construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all applicable building, zoning, well field, and fire code requirements.

ARTICLE 2. FUNDING.

The City will provide IFF with a Development Grant not to exceed Two Million Dollars and Zero Cents ($2,000,000.00) ("Grant Amount") in connection with the Project. The Grant Amount shall be distributed to IFF on a monthly reimbursement basis. IFF shall submit all of Developer's receipts, invoices, and purchase orders to the City and the City shall reimburse IFF for such expenditures in a commercially reasonable timeframe, which amounts shall then be loaned to Developer.

IFF hereby acknowledges and agrees to only use, or cause Developer to use, the Development Grant for Eligible Project Costs, as defined in "Definitions - Eligible Project Costs" and in accordance with the Services outlined in **Exhibit A**. IFF shall reach out to, or shall cause Developer to reach out to, the City for clarification prior to spending any funds on the expense in question. Any expenses incurred by IFF or Developer in an amount which exceeds Grant Amount will be the sole responsibility of IFF or Developer and neither IFF nor Developer will seek reimbursement of such expenses from the City.

IFF understands and agrees that it is responsible to retain and compile, or to cause Developer to retain and compile, any and all supporting documentation related to the use of Development Grant funds. IFF shall submit, or shall cause Developer to submit, a monthly financial report utilizing a cover form substantially similar to that attached hereto and incorporated herein as **Exhibit B**. This monthly report shall describe the use of the funds through documented paid invoices, financial statements, receipts, cancelled checks, and any other financial instruments the City deem relevant and related to the use of the Development Grant.

ARTICLE 3. SPECIFIC CONDITIONS.

A. IFF shall comply, or shall cause Developer to comply, with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of public funds for the Project. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all building, zoning and fire code requirements. Developer shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any.

B. IFF agrees that the City's Procurement Enhancement Plan ("PEP") participation goals for certified Small Business Enterprises ("SBEs"), Minority Business Enterprises ("MBEs"), Women's Business Enterprises ("WBEs"), and Dayton Local Small Businesses ("DLSBs") apply to the Project. This Agreement shall be subject to an aspirational MBE goal of twenty-five percent (25%), and such goal shall be in compliance with all applicable laws and regulations.

C. IFF expressly authorizes, and shall cause Developer to expressly authorize, the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Planning, Neighborhoods & Development, Division of Economic Development, for payroll verification as it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.

D. If it becomes necessary for review, audit, or verification purposes, IFF shall allow, or shall cause Developer to allow, City to inspect applicable, confidential records related to this Agreement or Project.

E. IFF agrees to supply, or shall cause Developer to supply, additional information upon reasonable request by the City of Dayton and to cooperate in any audit or review of the funding provided hereunder.

F. IFF shall stay, or shall require that Developer to stay, current on all City of Dayton, Montgomery County, State of Ohio and Federal taxes throughout the term of this Agreement.

ARTICLE 4. TERM AND TERMINATION.

Notwithstanding anything herein to the contrary, the parties acknowledge and agree that the City's obligation to reimburse, pay, or transfer any of the Grant Amount, or any other funding herein, to IFF shall expire on June 30, 2026, unless extended to a later date by Amendment. This Agreement may be immediately terminated by the City in the event of or under any of the following circumstances:

1. A receiver for IFF's assets is appointed by a court of competent jurisdiction.

2. IFF is divested of its rights, powers, and privileges under this Agreement by operation of law.

3. IFF's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of IFF to remedy such failure within thirty (30) days from the date of written notice from City.

4. IFF's violation of any applicable federal, state, local law, or regulation applicable to the City Grant.

5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, IFF desires to terminate this Agreement.

6. City may, with or without cause, terminate this Agreement upon thirty (30) days written notice to IFF.

IFF will have the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice to City; *provided, however*, IFF shall complete, or shall cause Developer to complete, any Services that are currently being performed before the termination of the Agreement. The City shall pay IFF for the actual costs incurred by Developer associated with finalizing the then-current Project; provided, however, City is not obligated to pay any costs incurred that are in excess of the Grant Amount.

In the event of early termination, whether such early termination is from IFF or the City, IFF shall be released from its obligations hereunder, except those related to auditing and indemnification. In the event of improper use of the City Grant, City shall retain the right to pursue IFF or Developer for breach hereunder pursue all remedies available to it.

In the event City's obligation to reimburse IFF expires, or in the event City elects to terminate this Agreement pursuant to clause 6 stated above in this Article 4, and IFF or Developer have not completed the Services contemplated hereunder as of the date of expiration or termination (as applicable), City shall pay or reimburse IFF for Services related to the Project actually performed as of the date of termination. IFF shall require Developer to finalize all Services related to the Project prior to the natural expiration of this Agreement.

ARTICLE 5. IFF REPRESENTATIONS.

IFF represents and warrants that all of the following are true at the time of execution of this Agreement:

1) IFF is a duly formed Illinois non-profit corporation, and is currently in good standing, in the State of Illinois;
2) IFF is authorized to transact business in the State of Ohio;
3) IFF has no outstanding or unresolved tax liabilities within the City of Dayton;
4) IFF is properly registered with the City of Dayton as a vendor; and
5) IFF is not disbarred from receiving federal funding.

In the event IFF's representations under this Article 5 are discovered to be untrue, the City, in its sole discretion, retain the right to terminate this Agreement in accordance with Article 4.

ARTICLE 6. CONFLICT OF INTEREST.

IFF acknowledges, understands, and agrees that IFF must avoid a conflict, or perceived conflict of interest, in all dealings related to its expenditure of the City Grant under this Agreement. No employee, officer, agent, family member, or partners of IFF may have a financial interest in or other tangible personal benefit from prospective vendors. Additionally, officers, employees, and agents of IFF may neither solicit nor accept gratuities, favors, or anything of monetary value from prospective vendors.

IFF shall report any and all conflicts, or perceived, conflicts to the City prior to engaging with the vendor and any relationship must be documented and disclosed in a written statement to the City. The City will review and determine whether IFF's relationship poses a conflict of interest. IFF's violation of this Article 6 shall result in the immediate termination of this Agreement.

ARTICLE 7. INDEMNIFICATION.

IFF shall, or shall cause Developer to, defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of IFF or Developer, and its agents, employees, contractors, sub-contractors, and representatives, and/or IFF's or Developer's failure to comply with federal, state, and local laws (as applicable). The obligations under this Article 7 shall survive the termination or expiration of this Agreement.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

IFF shall not, and shall require that Developer does not, discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling City to terminate this Agreement at its option.

ARTICLE 9. POLITICAL CONTRIBUTIONS.

IFF affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 10. RECORDS AND RETENTION.

IFF shall require that Developer use Generally Accepted Accounting Principles ("GAAP") or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the City Grant. All costs and expenditures for which IFF will be granted hereunder shall be supported by properly executed invoices, contracts, vouchers, or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily

accessible. At any time during normal business hours and as often as City may reasonably request, IFF shall make available to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement. IFF shall permit City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by IFF or Developer and made available for review by City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of three (3) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the three-year period, IFF or Developer shall retain such Records until completion of the actions and resolution of all issues or the expiration of the three-year period, whichever occurs later.

ARTICLE 11. TAX REPRESENTATION.

IFF certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which IFF is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, IFF currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or IFF filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against IFF. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 12. GENERAL PROVISIONS.

A. Conflict of Interest. IFF represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. IFF further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.

B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.

E. Waiver. A waiver by City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect City's rights with respect to any other or further breach.

F. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the any activities to be completed by IFF.

G. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For City:	City of Dayton Department of Planning, Neighborhoods & Development Tony Kroeger 101 W. Third Street Dayton, OH 45401
For IFF:	IFF 333 South Wabash Avenue, Suite 2800 Chicago, Illinois 60604 Attn: Chief Legal Counsel
with a copy to:	Vishal Arora Magnus Forest Avenue Limited Partnership 220 Lyon St NW, Suite 500 Grand Rapids, MI 49503

H. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, City and IFF, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

IFF, an Illinois non-profit corporation

By: DocuSigned by: D503CA835522464...

Print name: Kirby Burkholder

Its: President, Core Business Solutions

CITY OF DAYTON, OHIO

_____
City Manager

_____
Date

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO:

_____, 2024

Min. / Bk. _____ Pg. _____

APPROVED AS TO FORM AND CORRECTNESS:

Musto, John Digitally signed by Musto, John Date: 2024.11.15 11:20:40 -05'00'

_____
City Attorney

EXHIBIT A

PROJECT

IFF shall advance the City Grant to Developer for the implementation and creation of a housing development of approximately two-hundred sixty (260) units in the City of Dayton's Five Oaks neighborhood, as more particularly described in Ordinance 32055-23 of the Commission of the City of Dayton.

In furtherance of Ordinance 32055-23, IFF shall require that Developer perform the following activities:

1. Pre-development and the development of two-hundred sixty (260) units;
2. Site and design activities, including, but not limited to, common open spaces, picnic areas, and recreational facilities.
3. Vehicle and parking activities including, but not limited to, the construction of vehicle parking spaces and the construction of at least one hundred (100) bicycle parking spaces.
4. Landscaping, fencing, and screening activities including, but not limited to, landscaping for the Planned Development, planting of trees, screening and enclosure of trash, recycling, and grease containers, and the installation and maintenance of fencing.
5. Traffic and pedestrian access regulations activities such as the installation of sidewalks and vehicle access lanes.
6. The procurement and purchase of supplies, equipment, and materials for the implementation of the workforce housing development.
7. Other capital investments to support the workforce housing development in a hardest hit community in compliance with the *U.S. Treasury Final Rule.*
8. Any and all other Pre-development or development activities, such as design and architecture services, that are required to create the Planned Development.

The activities listed in 1 through 7 above shall be known as the "Services."

The Housing Development Activities shall occur in conformance with Planned Development-188 on the City of Dayton Official Zoning Map, approved by the Dayton City Commission on August 9, 2023.

EXHIBIT B

MONTHLY REPORTS

[See attached]

DRP GRANTEE MONTHLY PROJECT STATUS REPORT

Organization Name:			
Project Name:		**Month and Year Reporting:**	Select Select
Date of Report:		**Amount Awarded:**	$ 0.00
Grantee Name:		**Funds Spent YTD:**	$ 0.00
Grantee Email:		**Funds Remaining:**	$ 0.00

Project Update Summary

Status Update on Project Goals and Performance Metrics: *Please use this area to provide a descriptive update on your project status for this reporting period.*

Budget Summary

Budget Summary YTD: Please type in Budget Line Items and Amount per Agreement. Also include Funds Spent YTD per line item.

Budget Line Items (per agreement)	Budget Amount (per agreement)	Funds Spent YTD	Funds Remaining
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
Total Amount	$ 0.00	$ 0.00	$ 0.00

Project Completion Percentage:	0.00%
Project is On Schedule:	Select

Grantee Signature:		Date:	

Internal Use Only:

Report Should be signed off by Project Manager

Monthly Project Status Report:	Select		
Project Manager Signature:		Date:	

Grantee Form

BACK

1st & 2nd Reading

32128-24

7.

BY.....

EMERGENCY MEASURE
1 Reading, 2 Separate Meetings ____
NO...2 Readings at One Meeting ...X.

AN ORDINANCE

Amending Section 37.11(B) of the Revised Code of General Ordinances Relating to the Imposition and Collection of a Customer Facility Charge at the James M. Cox Dayton International Airport, and Declaring an Emergency.

WHEREAS, The City of Dayton, as the owner and operator of the James M. Cox Dayton International Airport ("Airport") has the authority to grant the right and privilege to operate rental car concessions at and from the Airport and to establish fees and charges for the use of services and facilities by rental car customers at the Airport; and

WHEREAS, The City of Dayton, by Ordinance No. 31600-17 passed on December 13, 2017, assessed a customer facility charge of $5.50 per transaction day on all rental car transactions originating at the Airport; and

WHEREAS, In order to fund land-side and other necessary Airport improvements, the City finds it necessary to modify the amount of the customer facility charge; and

WHEREAS, For the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of the Department of Aviation, it is necessary that this Ordinance take effect immediately upon passage; now, therefore

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That Section 37.11(B) of the Revised Code of General Ordinances of the City of Dayton is hereby amended to read as follows:

> (B) Effective January 1, 2025, all persons entering into a rental car transaction with an on-airport rental car company, which originates at the James M. Cox Dayton International Airport, shall be charged a Customer Facility Charge ("CFC"). The amount of the CFC shall be set at Six Dollars ($6.00) per Transaction Day.

Section 2. That existing Section 37.11(B) of the Revised Code of General Ordinances of the City of Dayton is hereby repealed.

Section 3. That for the reasons set forth in the preamble, this Ordinance is declared to be an emergency and shall take effect immediately upon passage.

PASSED BY THE COMMISSION....., 2025

SIGNED BY THE MAYOR....., 2025

_____

Mayor of the City of Dayton, Ohio

ATTEST:

_____

Clerk of Commission

APPROVED AS TO FORM:

_____

City Attorney

MEMORANDUM | DAYTON

November 26, 2024

TO: Shelley Dickstein
City Manager

FROM: Gilbert B. Turner, Director
Department of Aviation

SUBJECT: **AN ORDINANCE** - Amending Section 37.11(B) of the Revised Code of General Ordinances Relating to the Imposition and Collection of a Customer Facility Charge at the James M. Cox Dayton International Airport and Declaring an Emergency.

The Department of Aviation requests the attached Ordinance be placed on the December 4, 2025, City Commission calendar for approval.

The Ordinance will amend section 37.11(B) of the Revised Code of General Ordinances and increase the Customer Facility Charge ("CFC") to $6.00 per transaction day. A fifty ($.50) increase in the CFC represents a 9.1 % increase over the present amount. This will result in an anticipated increase in revenue of $227,448.22. The 9.1% change in the CFC amount collected on Rental Car transaction days is not anticipated to have any impact on airline activity. The CFC has not been increased since 2017.

The ordinance is requested as an emergency so that the increase in the CFC charge may go into effect on January 1, 2025.

The Department of Law has approved the Ordinance. If you have any questions or would like additional information, please contact me at (937)454-8212.

BACK

1st Reading

32129-24

8.

By.....

EMERGENCY MEASURE
No. 1 Reading, 2 Separate Meetings X
2 Readings at One Meeting

AN ORDINANCE

Authorizing the City Manager to Purchase Fuel Necessary to Maintain Operations for 2025 through 2035, and Declaring an Emergency.

WHEREAS, The City of Dayton as financial stewards of public resources desires to reduce its exposure to fuel price fluctuations; and

WHEREAS, The City of Dayton, during the course of normal operations, consumes approximately 440,000 gallons of gasoline, 364,000 gallons of diesel fuel and 79,000 gallons of compressed natural gas (CNG) in a calendar year; and

WHEREAS, The City of Dayton is consistently monitoring potential opportunities to coordinate with other entities to potentially leverage the ability to increase efficiency and further lower the cost of fuel purchases; and

WHEREAS, In order to provide for the usual daily operations of the City of Dayton departments and any other entities that the City of Dayton may agree to cooperate with for the supply of fuel and for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance take effect at the earliest possible date; now, therefore,

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the City Manager is authorized to execute purchase orders or other agreements necessary for the City of Dayton to purchase gasoline, diesel and compress natural gas (CNG) fuel in quantities adequate to satisfy operational needs of City of Dayton departments and other entities with which the City may form cooperative procurement agreements for fiscal years 2025 through 2035.

Section 2. That for the reasons set forth in the preamble hereof, the Dayton City Commission declares this ordinance to be an emergency measure which shall take effect immediately upon its passage.

PASSED BY THE COMMISSION....., 2024

SIGNED BY THE MAYOR....., 2024

_____
Mayor of the City of Dayton, Ohio

ATTEST:

_____
Clerk of the Commission

APPROVED AS TO FORM:

_____
City Attorney

MEMORANDUM | DAYTON

November 26, 2024

TO: Shelley Dickstein, City Manager
Office of the City Manager

FROM: Nicole Fox, City Purchasing Agent NF
Department of Finance, Division of Procurement

SUBJECT: **Fuel Ordinance**

The attached language is recommended to replace Ordinance 31935-21 which authorized the City Manager to purchase fuel for 2024. In order to better forecast and utilize the market pricing, the request for this ordinance will cover years 2025 through 2035. This will allow the City to hedge fuel for unleaded, diesel and compressed natural gas when the markets are most favorable.

This method of fuel procurement has been effective for the City for many years and allows the City the opportunity to either hedge and/or spot buy to cover the City's various locational needs and be cognizant of the budgetary constraints as well.

We are requesting the ordinance be read as an emergency. This Ordinance and the associated language was a joint effort between Procurement and the Department of Law. Finance is submitting the ordinance for City Commission approval (One (1) reading at two (2) separate meetings) on Wednesday, December 4, 2024 and Wednesday, December 11, 2024.

Please contact me at ext. 4041 if you have any questions.

C: Mr. Parlette
Ms. Lofton
Ms. Brown
File

BACK

2nd Reading

9.

EMERGENCY MEASURE
1 Reading, 2 Separate Meetings ✓
2 Readings at One Meeting

BY..... NO. 32126-24

AN ORDINANCE

To Provide for the Issuance and Sale of Bonds in an Amount Not to Exceed Three Million Ten Thousand Dollars and Zero Cents ($3,010,000.00), for the Purpose of Providing Funds for Remodeling, Rehabilitating, Adding to, Furnishing and Equipping a Municipal Golf Course, Including Upgrading the Irrigation Control System, Upgrading Cart Paths and Renovating Clubhouses, Together with All Necessary Appurtenances; Authorizing and Approving Related Matters; and Declaring an Emergency.

WHEREAS, The City of Dayton, Ohio (the "City") is authorized and empowered by virtue of the laws of the State of Ohio, including, without limitation, Section 731.56 of the Ohio Revised Code, and the City's Charter among other things, (a) to issue its bonds for the purpose of paying costs of acquiring, constructing, improving and equipping permanent improvements in the City, including the Project (as defined herein); (b) to borrow such funds for purposes of financing costs related to the Project from other available funds of the City; (c) to sell such bonds to the "Treasury Investment Account" of the City Treasury; and (d) to enact this Ordinance and enter into related agreements or certificates, upon the terms and conditions provided herein; and

WHEREAS, The City desires to remodel, rehabilitate, add to, furnish and equip municipal golf courses located within the City, including upgrading and modernizing the irrigation control systems, repairing and constructing cart paths and renovating clubhouses (collectively, the "Project"); and

WHEREAS, The City has determined to issue its Golf Course Improvement Bonds, Series 2024 (the "Bonds") to assist in financing the costs of the Project, and will authorize an internal borrowing of funds from other available funds of the City, including the City's Workers' Compensation Fund, in an amount not to exceed Three Million Ten Thousand Dollars and Zero Cents ($3,010,000.00) to finance the Project; and

WHEREAS, It is necessary that this Ordinance take effect immediately upon its passage to provide for the immediate preservation of the public peace, property, health and safety and for the further reason that prompt provision for issuing the Bonds authorized in this Ordinance is necessary so that the proceeds may be made available to pay costs of the Project; now, therefore,

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:

SECTION 1. Definitions and Interpretation. That in addition to the words and terms elsewhere defined in this Ordinance, these words and phrases shall have the

following meanings, unless the context or use clearly indicates another or different meaning or intent:

"Authorized Denominations" means denominations of $100,000.00 or any integral multiple of $5,000.00 that is greater than $100,000.00, but in no case as to a particular maturity date exceeding the principal amount maturing on that date; provided, however, that the principal amount of the Bonds may be represented by a single manuscript bond with a payment schedule attached thereto setting forth the principal of and interest on the Bonds when due.

"Bond Register" means all books and records necessary for the registration and exchange of Bonds as provided in Section 6.

"Bond Registrar" means the Director of Finance of the City.

"Bond Service Charges" means, for any period of time, the principal of and interest required to be paid by the City on the Bonds for such time period.

"Bonds" means the Bonds authorized in Section 3.

"City" means the City of Dayton, Ohio.

"Clerk" means the Clerk of the Commission of the City.

"Construction Period" means the period between the beginning of the acquisition, construction and installation of the Project, and the date of substantial completion thereof.

"Closing Date" means the date of physical delivery of, and payment of the purchase price for, the Bonds.

"Final Terms Certificate" means the certificate authorized by Section 7 of this Ordinance, to be executed by the Director of Finance, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

"Financing Costs" has the meaning assigned in Section 133.01 of the Ohio Revised Code.

"Interest Payment Dates" means each June 1 and December 1, commencing June 1, 2025.

"Issuance Date" means the date of issuance and delivery of the Bonds to the original purchaser.

"Principal Payment Dates" means December 1 in each of the years specified in the Final Terms Certificate, provided that the final Principal Payment Date shall not be later than twenty (20) years from the Issuance Date.

"Project" has the meaning assigned in the recitals to this Ordinance.

"Project Fund" means the "2024 Golf Course Improvement Project" described in Section 8 of this Ordinance.

"Recreation Fund" means the "Community Golf & Recreation Fund described in Section 9 of this Ordinance.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

SECTION 2. Determinations by Commission. That this Commission finds and determines that (i) the City is authorized and empowered by virtue of the laws of the State of Ohio, including, without limitation, Section 731.56 of the Ohio Revised Code and the City's Charter, to finance the costs of the Project and (ii) it is necessary for the City to issue, sell and deliver the Bonds to provide funds to assist in financing the costs of the Project.

SECTION 3. Authorization and Term of Bonds. That this Commission finds and determines that it is necessary and in the best interest of the City to issue, sell and deliver, as provided and authorized herein and the City's Charter, the Bonds in the maximum principal amount of Three Million Ten Thousand Dollars and Zero Cents ($3,010,000.00) to assist in financing the costs of the Project and to pay Financing Costs relating to the issuance of the Bonds. The Bonds shall be issued pursuant to the City's Charter, the City's Code of Ordinances and this Ordinance.

The aggregate principal amount of Bonds to be issued shall not exceed $3,010,000.00 and shall be issued in an amount determined by the Director of Finance in the Final Terms Certificate to be the aggregate principal amount of Bonds required to be issued at this time for the purpose stated in this Section 3, taking into account the cost of effecting the purpose for which the Bonds are to be issued, the interest rates on the Bonds, and estimated Financing Costs.

SECTION 4. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. That the Bonds shall be issued only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date.

(a) Interest Rates and Interest Payment Dates. The Bonds shall bear the rate or rates of interest per year (computed on a 30 day month/360-day per year basis), as shall be determined by the Director of Finance in the Final Terms Certificate. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the Issuance Date.

(b) Principal Payment Schedule. The Bonds shall mature on the Principal Payment Dates in principal amounts as shall be determined by the Director of Finance consistent with that officer's determination of the best interest of and financial advantages to the City.

(c) Payment of Bond Service Charges. The Bond Service Charges on the Bonds shall be payable on each Principal Payment Date and Interest Payment Date. The Bond Service Charges on the Bonds are expected to be paid from revenues in the City's Recreation Fund, or other legally available funds of the City.

(d) Redemption Provisions. The Bonds shall be subject to redemption prior to maturity on any date and at any time by and at the sole option of the City, in whole or in part (at the selection of the City) in integral multiples of $5,000.00, at the redemption price of par plus accrued interest to the redemption date. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon the direction of the City to the Director of Finance as the Bond Registrar. The Bond Registrar shall give notice by mail, hand delivery or facsimile or other electronic transmission to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register at the close of business on the business day next preceding the giving of the notice. The notice shall specify the redemption date and the principal amount of each maturity of Bonds to be redeemed, and shall be given at least seven business days prior to the redemption date. The failure of any registered owner of any Bond to be redeemed to receive notice or any defect in that notice regarding any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as hereinafter provided, there shall be deposited with the Bond Registrar, on or prior to the redemption date, moneys that, in addition to any other money available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus interest accrued to the redemption date, all of the Bonds for which notice of redemption has been given.

The Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus interest accrued to the redemption date. If money for the redemption of all of the Bonds and portions thereof to be redeemed, together with interest accrued thereon to the redemption date, is held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been given as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If that money shall not be so available on the redemption date, or that notice shall not have been given as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All money held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the

registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds.

SECTION 5. Execution and Authentication of Bonds. That the Bonds shall be signed by the Mayor or City Manager or deputy City Manager and the Director of Finance, in the name of the City and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the denominations as requested by the original purchaser and approved by the Director of Finance, shall be numbered as determined by the Director of Finance, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. The Bonds shall be issued as a single manuscript bond registered in the name of "City of Dayton, Ohio - Treasury Investment Account" and shall be purchased by the Treasury Investment Account. The Bonds are hereby designated as authorized investments for public funds in the City Treasury pursuant to Ohio Revised Code Section 731.56. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, this Ordinance. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar. The same person need not sign the certificate of authentication on all of the Bonds.

SECTION 6. Registration, Transfer and Exchange.

(a) Bond Registrar. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep at its main office all books and records necessary for the registration and exchange of Bonds as provided in this Section (the Bond Register). The person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of this Ordinance. Payment of or on account of the Bond Service Charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any authorized denomination upon presentation and surrender at the main office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may not be transferred. Upon exchange the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange of Bonds only after the new Bonds are signed by the

authorized officers of the City. In all cases of Bonds exchanged, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The exchange shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange. All Bonds issued and authenticated upon any exchange shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under this Ordinance, as the Bonds surrendered upon that exchange.

SECTION 7. Sale of the Bonds. That the Bonds shall be sold at par to the Treasury Investment Account of the City Treasury (the "Original Purchaser") pursuant to Section 731.56 of the Ohio Revised Code in accordance with law and the provisions of this Ordinance.

The Director of Finance shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The Mayor, the City Manager, The Director of Finance, the City Attorney, the Clerk and other City officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

It is determined that the purchase price for the Bonds is not in excess of the current market value of the Bonds and that the parameters for the purchase price for and the terms of the Bonds, and the sale thereof to the Original Purchaser all as provided for in this Ordinance, are in the best interest of and most advantageous for the City and in compliance with all legal requirements.

SECTION 8. Appropriation and Expenditure of Proceeds of Bonds - Project Fund. That the proceeds from the sale of the Bonds shall be deposited and credited to a separate account to be created and maintained in the City Treasury for the Project called the "2024 Golf Course Improvement Project Fund." Those proceeds are hereby appropriated and shall be used to pay costs of the Project, including, without limitation, interest on the Bonds during the Construction Period (if any) and Financing Costs in connection with the issuance of the Bonds. The expenditure of funds for the foregoing purpose is hereby authorized.

SECTION 9. Payment and Security of the Bonds. That the Bonds shall be revenue obligations of the City, and the revenues in the City's Recreation Fund are hereby irrevocably pledged for the payment of the Bond Service Charges on the Bonds when and as the same fall due. In each year to the extent that other legally available funds of the City, including income from the City's municipal income tax lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City, are available for the payment of the Bond Service Charges on the Bonds, such funds shall be appropriated annually by the City to meet such annual Bond Service Charges.

SECTION 10. Covenants and Representations of City. That in addition to other covenants and representations of the City contained in this Ordinance, the City covenants and agrees that:

(a) Payment of Bond Service Charges. The City will pay or cause to be paid the Bond Service Charges on the dates, at the places and in the manner provided herein and in the Bonds from the Recreation Fund as set forth in Section 9.

(b) Performance of Covenants and City Actions. The City will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions to be performed on its part under this Ordinance and the Bonds and under all proceedings of this Commission pertaining thereto. The City represents that (i) it is, and upon delivery of the Bonds covenants that it will be, duly authorized by the Constitution and laws of the State and its Charter, to issue the Bonds and to provide the security for payment of the Bond Service Charges in the manner and to the extent set forth herein and in the Bonds; (ii) all actions on its part for the issuance of the Bonds have been or will be taken duly and effectively; and (iii) the Bonds will be valid and enforceable revenue obligations of the City, and revenues in the City's Recreation Fund are hereby pledged for the prompt payment of the same. Each obligation of the City required to be undertaken pursuant to this Ordinance and the Bonds is binding upon the City, and upon each officer or employee of the City as may from time to time have the authority under law to take any action on behalf of the City as may be necessary to perform all or any part of such obligation, as a duty of the City and of each of those officers and employees resulting from an office, trust or station within the meaning of Section 2731.01 of the Ohio Revised Code, providing for enforcement by writ of mandamus.

(c) Compliance with S.E.C. Rule 15c2-12. If it is determined by the Director of Finance that the Bonds are a material financial obligation of the City and are subject to one or more continuing disclosure obligations of the City, the Director of Finance and the City Attorney are authorized and directed to provide annual reports and notices of certain events with respect to the Bonds, all in accordance with such continuing disclosure obligations and Securities and Exchange Commission Rule 15c2-12.

SECTION 11. Payment and Discharge. That if the City shall pay or cause to be paid and discharged the Bonds, the covenants, agreements and other obligations of the City hereunder and in the Bonds shall be discharged and satisfied. The City shall be considered to have caused a Bond to be paid and discharged if the City has placed in escrow, and pledged for the payment of Bond Service Charges on such Bond, money or direct or guaranteed obligations of the United States, or a combination of those obligations, determined by an independent firm experienced in making such determinations to be sufficient, with the interest or other investment income accruing on those direct or guaranteed obligations, for the payment of Bond Service Charges on that Bond. For purposes of this Section, "direct obligations of or obligations guaranteed as to payment by the United States" includes rights to receive payment or portions of payments of the principal of or interest or other investment income on those obligations, and other obligations fully secured

as to payment by those obligations and the interest or other investment income on those obligations.

SECTION 12. Officers. That in the event of the absence, unavailability or inability to act of, or a vacancy in the office of, the City Manager, the Director of Finance, the City Attorney, or the Clerk, any assistant, deputy or interim City Manager, any assistant, deputy or interim Director of Finance, any assistant or acting City Attorney, or any assistant or acting Clerk are each authorized and empowered to take all actions, and to execute all documents and instruments and to deliver the same, as are herein authorized to be taken or executed and delivered by the City Manager, the Director of Finance, the City Attorney, or the Clerk, as the case may be.

SECTION 13. Severability. That each section of this Ordinance and each subdivision or paragraph of any section thereof is hereby declared to be independent and the finding or holding of any section or any subdivision or paragraph of any section thereof to be invalid or void shall not be deemed or held to affect the validity of any other section, subdivision or paragraph of this Ordinance.

SECTION 14. Determinations. That this Commission determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal and valid revenue obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law. The Commission further finds and determines, and hereby represents and recites, that the provisions of the City's Charter, the rules of this Commission and its ordinances and resolutions have been fully complied with and that this Ordinance was passed in conformity therewith.

[Remainder of page intentionally left blank]

SECTION 15. Open Meetings. That this Commission finds and determines that all formal actions of this Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this Commission and that all deliberations of this Commission and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 16. Effective Date. That for the reasons stated in the preambles hereof; this Commission declares this Ordinance to be an emergency measure that shall take effect immediately upon its passage.

PASSED BY THE COMMISSION_____, 2024

SIGNED BY THE MAYOR _____, 2024

_____
MAYOR OF THE CITY OF DAYTON

ATTEST:

_____
Clerk of the Commission

APPROVED AS TO FORM:

_____
City Attorney

MEMORANDUM | DAYTON

November 19, 2024

TO: Shelley Dickstein, City Manager
Office of the City Manager

FROM: Kena Brown, Director
Department of Finance

SUBJECT: Ordinance for Series 2024 Golf Course Improvement Bonds

Please find attached a copy of the ordinance related to the issuance of the City's **Golf Course Improvement Bonds, Series 2024**. The document has been reviewed and approved by the City's Department of Law and the City's bond counsel, Dinsmore & Shohl.

The ordinance requires City Commission approval for Finance to proceed with an internal borrowing to fund improvements at Community Golf Club, including irrigation control system upgrades, cart path repairs, and clubhouse renovations. As specified in the ordinance, the bonds will be issued as a single manuscript bond and sold to the Treasury Investment Account. The not-to-exceed amount will be $3,010,000.00, which includes issuance costs.

We are requesting the ordinance be read as an emergency to allow the City to finalize all necessary documentation and internal fund transfers before the end of the fiscal year. Finance is submitting the ordinance for City Commission approval (one (1) reading at two (2) separate meetings) on **Wednesday, November 27, 2024 and Wednesday, December 4, 2024.**

Please contact me at ext. 3578 or Brian Smith at ext. 3503 if you have any questions.

KLB/bss

Attachment

C: Mr. Parlette
Ms. Lofton
Ms. Patel-Jones
Mr. Marcellus
Mr. Isaac

BACK

2nd Reading

10.

EMERGENCY MEASURE
1 Reading, 2 Separate Meetings ____
2 Readings at One Meeting X

BY..... NO.....6840-24.....

A RESOLUTION

Approving the Submission of a Grant Application for the State Fiscal Year 2025 Ohio Airport Grant Program to the Ohio Department of Transportation, Office of Aviation; Authorizing the Acceptance of a Grant from the State of Ohio Department of Transportation, Office of Aviation in an Amount Not to Exceed Five Hundred Thirteen Thousand Eight Hundred Sixteen Dollars and Zero Cents ($513,816.00) on behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Ohio Department of Transportation, Office of Aviation, Ohio Airport Grant Program provides financial assistance to airports in the State that are publicly owned, public use commercial and cargo service National Plan of Integrated Airport Systems (NIPIAS) airports and public use NIPIAS airports that do not receive FAA air carrier enplanement funds or air cargo entitlements; and

WHEREAS, The City of Dayton owns, operates, and maintains the James M. Cox Dayton International Airport and the Dayton-Wright Brothers Airport; and

WHEREAS, The local Airport Improvement Program at the James M. Cox Dayton International Airport and Dayton-Wright Brothers Airport includes undertaking certain projects such as pavement rehabilitation and related improvements, airfield and terminal improvements, land acquisition, master planning, equipment purchases, environmental study, safety, security, and other aviation-related projects; and

WHEREAS, These projects will be funded by the Ohio Department of Transportation through the Ohio Airport Grant Program for matching grants up to 5% of the FAA Airport Improvement Program (AIP) grant award in an aggregate amount not to exceed Five Hundred Thirteen Thousand Eight Hundred Sixteen Dollars and Zero Cents ($513,816.00); and

WHEREAS, Section 36.10 of the Revised Code of General Ordinances of the City of Dayton authorizes the City Manager to submit grant applications on behalf of the City of Dayton; therefore,

WHEREAS, In order to adhere to the grant application submission date, it is necessary for the immediate preservation of the public peace, property, health and safety that this resolution take effect at an early date; now, therefore,

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That this Commission authorizes the City Manager, or her designee, to submit a grant application and all related documents to the Ohio Department of Transportation, Office of Aviation for participation in the State Fiscal Year 2025 Ohio Airport Grant Program for matching grants of eligible projects defined as airport pavement resurfacing and reconstruction, airport obstruction removal and marking, runway and taxiway marking, lighting rehabilitation, and other aviation-related projects at the James M. Cox Dayton International Airport and Dayton Wright-Brothers Airport.

Section 2. That the City Manager, or their designee, is authorized to accept and execute any and all documents, contracts, and agreements on behalf of the City of Dayton which are necessary to accept and manage the grant awards as necessary, inclusive of amendments to the grant contract and submission of applications of payment associated with the grant, in an aggregate amount not to exceed Five Hundred Thirteen Thousand Eight Hundred Sixteen Dollars and Zero Cents ($513,816.00) from the Ohio Department of Transportation, Office of Aviation under the State Fiscal Year 2025 Ohio Airport Grant Program for matching grants.

Section 3. That for reasons stated in the preamble hereof, this resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION....., 2024

SIGNED BY THE MAYOR ....., 2024

_____
Mayor of the City of Dayton, Ohio

ATTEST:

_____
Clerk of Commission

APPROVED AS TO FORM:

_____
City Attorney

MEMORANDUM | **DAYTON**

November 20, 2024

TO: Shelley Dickstein, City Manager
Office of the City Manager

FROM: Gilbert Turner, Director
Department of Aviation

SUBJECT: Resolution for the SFY25 Ohio Airport Grant Program

The Department of Aviation respectfully submits the attached Resolution for Commission approval and requests it be acted upon immediately with two readings to submit the application on or before December 31st, 2024. This Resolution is necessary to ensure that the City take immediate action and authorizes the City Manager or their designee to apply for funding and accept a grant from the Ohio Department of Transportation, Office of Aviation for eligible projects at the Dayton International Airport (DAY) and Dayton Wright Brothers Airport (MGY).

The Ohio Department of Transportation (ODOT) offers Matching Grants of up to 5% of the eligible costs of the SFY24 Airport Terminal Program (ATP) and Airport Infrastructure Grants (AIG) awarded through the FAA to the Dayton International Airport and Dayton Wright Brothers Airport.

Three projects are being submitted for funding consideration that are "MGY T-Hangar B&C Rehabilitation", "DAY~ATP Loading Bridge (2) Repl Ph 1", and "DAY~AIG Loading Bridge (4) Repl Ph 2". The ODOT grant will provide funding of $48,944.00 for Dayton Wright Brothers Airport project and up to $464,872.00 for Dayton International Airport based on the number of commercial airport applications received for a combined maximum amount of $513,816.00 (5%). There is no local cash match as a requirement.

Attached is an executable copy of the Resolution approved by the Law Department, a copy of the executed Grant Application Approval Form, and draft copies of the 2025 Ohio Grant Application letter. If there are any questions regarding the Resolution, please contact me at (937) 454-8212.

GT/jnm

Encl.

cc: File

GRANT APPLICATION APPROVAL FORM

Date: November 7, 2024

Department/Division

Submitting Application: Department of Aviation

Project Title: **SFY2025 Ohio Airport Grant- Matching Grant Program for Commercial and General Aviation Airports**

CFDA Title and Number: **N/A**

Brief Description of Project:

Three projects are being submitted for funding consideration that are "MGY T-Hangar B&C Rehabilitation", "DAY~ATP Loading Bridge (2) Repl Ph 1", and "DAY~AIG Loading Bridge (4) Repl Ph 2". ODOT will provide Matching Grants up to 5% of the eligible local match required.

Name and telephone number of staff person to be called when signed application is ready: **Jeff Marshall (937) 454-8207**
Name of staff person responsible for this grant: **Jeff Marshall**

Deadline for submission to funding agency: **December 31, 2024**

When will grant award decision be made: **March 2025**

LEVEL	AGENCY/FUNDING SOURCE	AMOUNT
Federal		$0
State of Ohio	Ohio Department of Transportation – Office of Aviation	$513,816.00
Montgomery County		$0
City of Dayton		$0
Other		$0
TOTAL		$513,816.00

(Note: City of Dayton funds committed to a grant must be accompanied by a Certificate of Funds)

I have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

Director's Signature: _____ 11/7/24
Date

Review and Approval

We have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

E-SIGNED by Abhigna Patel-Jones
on 2024-11-12 19:30:04 GMT

Director, Office of Procurement, Management and Budget — Date

Director of Finance (**IF CASH MATCH IS REQUIRED**) — Date

C. Lashea Tolton
City Manager's Office — 11/13/2024
Date

DAYTON
INTERNATIONAL AIRPORT
Easy to and through.

November 7, 2024

APPENDIX A -Project #1
DRAFT

James Bryant, Administrator
Ohio Department of Transportation
Office of Aviation
2829 W. Dublin-Granville Road
Columbus, Ohio 43235-2786

RE: SFY25 Ohio Airport Program, Matching Grant Application for DAY

Dear Mr. Bryant:

The City of Dayton, Dayton International Airport hereby submits an application for **$76,315.00** in State Fiscal Year 2025 Grant Funds under the Ohio Airport Commercial Matching Grant Program for use at the **Dayton International Airport (DAY).**

The Grant Funds will be used in conjunction with FAA (FY2024) Airport Terminals Program (ATP) **(3-39-0029-098-2024)** for the replacement of (2) Passenger Loading Bridges located at Concourse B.

The amount requested from ODOT represents 2.5% of the total ATP eligible project cost:

Total project value:	$3,930,450.00
Total eligible AIP value:	$3,052,631.00
FAA share (95% of eligible):	$2,900,000.00
ODOT share (2.5%):	$76,315.00 *
Applicants share of eligible exp.	$76,315.00

The following documents are included, **1)** The Standard Assurances, Appendix B; **2)** The Compliance Form Appendix O; **3)** FAA Grant Award; and **4)** An executed Resolution from the City of Dayton authorizing the submission of the application.

Should you have any questions or need further information, please contact **Jeff Marshall at (937) 454-8207.**

Respectfully,

Gilbert Turner, Director
Dayton International Airport

Enclosures

INTERNATIONAL AIRPORT

Easy to and through.

November 7, 2024

APPENDIX A -Project #2
DRAFT

James Bryant, Administrator
Ohio Department of Transportation
Office of Aviation
2829 W. Dublin-Granville Road
Columbus, Ohio 43235-2786

RE: SFY25 Ohio Airport Program, Matching Grant Application for DAY

Dear Mr. Bryant:

The City of Dayton, Dayton International Airport hereby submits an application for **$388,556.00** in State Fiscal Year 2025 Grant Funds under the Ohio Airport Commercial Matching Grant Program for use at the **Dayton International Airport (DAY).**

The Grant Funds will be used in conjunction with FAA (FY2024) Airport Infrastructure Grant (AIG) **(3-39-0029-099-2024)** for the replacement of (4) Passenger Loading Bridges located at Concourse A.

The amount requested from ODOT represents 5% of the total AIG eligible project cost:

Total project value:	$8,169,128.00
Total eligible AIP value:	$7,771,128.00
FAA share (90% of eligible):	$6,994,015.00
ODOT share (5%):	$388,556.00 *
Applicants share of eligible exp.	$388,556.00

The following documents are included, **1)** The Standard Assurances, Appendix B; **2)** The Compliance Form Appendix O; **3)** FAA Grant Award; and **4)** An executed Resolution from the City of Dayton authorizing the submission of the application.

Should you have any questions or need further information, please contact **Jeff Marshall at (937) 454-8207.**

Respectfully,

Gilbert Turner, Director
Dayton International Airport

Enclosures

DAYTON
INTERNATIONAL AIRPORT
Easy to and through.

November 7, 2024

APPENDIX A -Project #3
DRAFT

James Bryant, Administrator
Ohio Department of Transportation
Office of Aviation
2829 W. Dublin-Granville Road
Columbus, Ohio 43235-2786

RE: SFY25 Ohio Airport Program, Matching Grant Application for DAY

Dear Mr. Bryant:

The City of Dayton, Dayton International Airport hereby submits an application for **$48,944.00** in State Fiscal Year 2025 Grant Funds under the Ohio Airport Commercial Matching Grant Program for use at the **Wright Brothers Airport (MGY).**

The Grant Funds will be used in conjunction with FAA (FY2024) Airport Infrastructure Grant (AIG) **(3-39-0030-026-2024)** for the Rehabilitation (22 out of 24) B & C T-Hangars.

The amount requested from ODOT represents 5% of the total AIG eligible project cost:

Total project value:	$2,106,800.00
Total eligible AIP value:	$978,889.00
FAA share (90% of eligible):	$881,000.00
ODOT share (5%):	$48,944.00 *
Applicants share of eligible exp.	$48,944.00

The following documents are included, **1)** The Standard Assurances, Appendix B; **2)** The Compliance Form Appendix O; **3)** FAA Grant Award; and **4)** An executed Resolution from the City of Dayton authorizing the submission of the application.

Should you have any questions or need further information, please contact **Jeff Marshall at (937) 454-8207.**

Respectfully,

Gilbert Turner, Director
Dayton International Airport

Enclosures

BACK

1st Reading 32130-24 11.

By . . . . . No . . . . . .

AN ORDINANCE

Revising the Fee Schedule for City Plan Board and Board of Zoning Appeals Applications and Repealing Ordinance 30712-08.

WHEREAS, The Fee Schedule was last updated by City Commission on January 16, 2008, for City Plan Board and Board of Zoning Appeals case applications; and

WHEREAS, It is necessary to revise the Fee Schedule based on a review of fees charged by other jurisdictions and upcoming Zoning Code Text Changes that will introduce a new Plan Board Application: Minor Record Plan; and

WHEREAS, In order to implement the revised Fee Schedule, it is necessary to repeal Ordinance 30712-08 that refers to out-of-date fees for Plan Board and Board of Zoning Appeals case applications; now, therefore,

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the Fee Schedule, attached as Exhibit A and incorporated herein, is established for Plan Board and Board of Zoning Appeals case applications.

Section 2. That Ordinance 30712-08, passed by City Commission on January 16, 2008, is hereby repealed.

Passed by the Commission . . . . . , 2024

Signed by the Mayor . . . . . ., 2024

_____
Mayor of the City of Dayton, Ohio

Attest:

_____
Clerk of the Commission

Approved as to Form:

_____
City Attorney

EXHIBIT A

CITY OF DAYTON, OHIO
CITY PLAN BOARD AND BOARD OF ZONING APPPEALS
CASE APPLICATIONS - FEE SCHEDULE

Application	Fee
Zoning Change	$500 + $25 per acre
Text Amendment	$750
Preliminary Plan	$400 + $25 per acre
Minor Record Plan	$150 + $25 Per acre
Record Plan	$300 + $25 per acre
Major Design Review/Final Plan	$450
Minor Design Review	$250
PD	$700 + $25 per acre
Conditional Use	$300
Variance (Use and Bulk)	$300 Residential (single family and duplex); $500 non-Residential (multi-family and everything else)
Appeal	$250
Vacation of ROW	$250

% increase, based on CPI, to all fees to take effect January 1st of every year

- All fixed fee charges, including minimum base fees, shall be adjusted annually by the Director beginning January 1, 2026, by a percentage no greater than the percent change in the Consumer Price Index (CPI-U, U.S. City Average, All Items, Not Seasonally Adjusted) as measured by the percent change in the average price index from the third quarter (hereinafter referred to as the base quarter) of the previous year to the base quarter one year prior. Such change shall be rounded to the nearest 0.1 percent with each fee rounding to the nearest dollar.

- When any work has begun prior to obtaining a Zoning Certificate, the application fees shall be doubled.

- Application fees are non-refundable.

MEMORANDUM | DAYTON

November 14, 2024

TO: Shelley Dickstein, City Manager
City Manager's Office

FROM: Steven C. Gondol, Director E-SIGNED by Steven Gondol on 2024-11-15 18:10:06 GMT
Department of Planning, Neighborhoods & Development

SUBJECT: An Ordinance to update the Fee Schedule for City Plan Board and Board of Zoning Appeals Case Applications and Repeal Ordinance 30712-08

Attached for your review and placement on the December 4, 2024, City Commission calendar is an Ordinance which would update the Fee Schedule for City Plan Board and Board of Zoning Appeals (BZA) case applications. This Ordinance would also repeal Ordinance 30712-08, which established the current fee schedule we are looking to update.

Planning staff has conducted an analysis of our current Planning Fee Schedule, which was last updated in 2008, and compared it to that of nearby jurisdictions. Dayton was found to have some of the lowest fees for Plan Board and BZA applications in the region. Staff is proposing an update to our fee schedule to better reflect the increases in cost within the last 16 years and to be more comparable to our neighboring jurisdictions. The report has been attached for your review with the proposed ordinance.

Please contact Jeff Green at extension 3302 if you have any questions. Thank you.

SCG/jg

Attachments

MEMORANDUM | DAYTON

November 14, 2024

TO: Shelley Dickstein, City Manager
Office of the City Manager

FROM: Jeff Green, Planner II J.G.
Department of Planning, Neighborhoods & Development

SUBJECT: Staff Analysis and Recommendations – Fee Schedule

Background

This report will compare Dayton's existing fee schedule to other communities' fee schedules within Ohio, providing an analysis and final proposal to share with the City Commission. This report assumes that any proposal to change the fee schedule should keep the City's fee schedule competitive yet comparable with those of other local communities.

The City of Dayton last updated its Planning Fee Schedule 15 years ago on February 7, 2008 (via Ordinance 30712-08). In that time, postage cost has gone up 63% (from $0.42 in 2008 to $0.68 in 2024) for general mail while general administrative costs (such as staff salaries, office supplies, etc.) has also increased. While the costs to administer these applications and processes has gone up, the City's fees have remained constant, resulting in the City spending more money to do the same process compared to 2008.

Measurement Criteria

To make the best comparison possible, nine communities were chosen and analyzed. These can be broken down into two categories: proximity and size. All but one community has been verified as having updated their respective fee schedule within the past 5 years.

While most fee schedules have similarities, such as defining the fee for rezoning or variances, many communities also define fees for other planning services that others do not. As such, only those common items with a comparison that can be made (Found in Figure 1 & 2) will be utilized.

Even with similar fee types being compared, communities might charge on different levels, making comparison difficult. For example, Dayton charges $300 + $25 (per acre) for a rezoning, whereas Kettering charges a fee of $750. Based on this example, while Kettering may appear to charge more, Dayton could have a higher fee if a property is large enough. As such, this report will assume that any jurisdiction that has an "X cost per acre" in any of its fee formulas will have "X" equal 5. Staff determined 5 acres is appropriate after reviewing past rezoning and planned development applications where, except for outliers, most requests ranged from 4-8 acres in size. In the example above, Dayton would therefore have a rezoning fee of $425.

Comparison to other Communities

This report breaks down the nine chosen communities by separating them into two categories:

Size – Due to Dayton being the sixth largest city in Ohio by population, it was agreed that the fee schedule of three large cities within the state should be analyzed. To that end, the following communities were chosen:

- Columbus
- Cincinnati
- Toledo

Figure 1, seen below, compares the municipalities' fee schedule. Fees outlined in red indicate a fee that is greater than Dayton's, while green indicates a fee type that is less than Dayton's. Any fee which is the same as Dayton's or has an "N/A" is in black. As shown, Columbus and Cincinnati largely have much higher fees compared to Dayton. While Toledo's fee amounts are much closer to Dayton's, they are still higher on most items.

Application Type	Dayton	Columbus	Cincinnati	Toledo
Zoning Change	$300 + $25 per acre	$1,500 first acre plus $150 each additional acre or fraction thereof	$1,500	$600
Text Amendment	$150	N/A	$1,500	$600
Preliminary Plan	$300 + $25 per acre	$1,000	$3,000	$600 + $25 per lot
Record Plan	$300 + $25 per acre	$475	$150 per lot	$150 residential; $250 commercial
Major Design Review/Final Plan	$250	N/A	$3,000	$500
Minor Design Review	$25	N/A	$500	$300
PD	$300 + $25 per acre	$3,000 for first acre + $300 for each additional acre	$4,500	$600
Conditional Use	$250	$300 residential (1-4 dwellings); $1500 everything else	$900 for Use Variance, $300 for residential and $500 for non residential	$200
Variance (Use and Bulk)	$200	$300 residential (1-4 dwellings); $1500 everything else	$900 for Use Variance, $300 for residential and $500 for non residential	$200
Appeal	$100	N/A	$300	$200

Figure 1

Placement – Six communities were chosen which are all within Montgomery County and near Dayton:

- Kettering
- Washington Twp
- Riverside
- Miami Twp
- Centerville
- Huber Heights

Figure 2 below compares these communities' fee schedules. As with Figure 1, fees outlined in red indicate a fee that is greater than that of Dayton's, while green indicates a fee type that is less than Dayton's. Any fee which is the same as Dayton's or has an "N/A" is in black.

Much like the cities shown in Figure 1, Dayton's fee schedule is on average less than that of neighboring communities on multiple fee types. The sole exception is Huber Heights which, on average, appears to have mostly low costs associated with its fee schedule.

Application Type	Dayton	Kettering/Oakwood	Wahington Twp	Riverside	Miami Twp	Centerville	Huber Heights
Zoning Change	$300 + $25 per acre	$750	$750	$600	$550	$800	$200
Text Amendment	$150	$750	$750	$600	$350	$400	$200
Preliminary Plan	$300 + $25 per acre	$450	$425 + $25 per acre Acre	$300	$500	$300	$100
Record Plan	$300 + $25 per acre	$250	N/A	$150 minor; $500 major	$200	$750 Major; $100 for Residential and $250 for comemrcial - minor	$50 per new lot created
Major Design Review	$250	$450	$425 + $25 per acre Acre	$150	$500	$400	$250
Minor Design Review	$25	N/A	$250	$70	$200	$100	$150
PD	$300 + $25 per acre	$750	$425 + $25 per acre Acre	$600	$550	$750	$500 for basic, $800+$25 per acre for combined
Conditional Use	$250	$450	$500	$250 Residential; $400 Commercial; $500 Industrial	$200 Residential; $300 Commercial	$800	$150
Variance (Use and Bulk)	$200	$450 Residential; $750 Commercial	$300	$250 Residential; $400 Commercial; $500 Industrial	$200 Residential; $300 Commercial	$400	$75
Appeal	$100	$250	$200	$200 Residential; $300 Commerical; $300 Industial	$50	$300	$75
Vacation of ROW	$50	$250	N/A	$125	$125	$300 (street); $200 Easment	N/A

Figure 2

Proposed Updates

Figure 3 below shows a possible update to Dayton's fee schedule. This proposal reflects the increased administrative costs due to inflationary pressures while still being reasonable in relation to neighboring communities. Aside from record plan, nearly every fee type was increased. A summary can be found below for the rationale on each application type. Importantly, one of the suggested changes is for the fee to go up every year based on the Consumer Price Index (CPI) to keep fees aligned with inflation.

Application Type	Dayton (Current)	Dayton (Proposed)
Zoning Change	$300 + $25 per acre	**$500 + $25 per acre**
Text Amendment	$150	**$750**
Preliminary Plan	$300 + $25 per acre	**$400 + $25 per acre**
Minor Record Plan	N/A	**$150 + $25 Per acre**
Record Plan	$300 + $25 per acre	**$300 + $25 per acre**
Major Design Review/Final Plan	$250	**$400**
Minor Design Review	$25	**$250**
PD	$300 + $25 per acre	**$700 + $25 per acre**
Conditional Use	$250	**$300**
Variance (Use and Bulk)	$200	**$300 Residential (single family and duplex); $500 non-Residential (multi-family and everything else)**
Appeal	$100	**$250**
Vacation of ROW	$50	**$250**
% increase, based on CPI, to all fees to take effect January 1st of every year		

Figure 3

Zoning Change – Dayton's fee for a zoning change, while appearing smaller than that of other jurisdictions, can quickly scale up to become one of the more expensive in the area. As noted previously, most projects are within the 4-8 acre range (staff used 5), making the fee more in line with other jurisdictions. Having a competitive fee scaled to the size of the request factors in the increased costs to the City. As with any request, the City must legally notify all property owners within 250 feet of the property. The proposed fee for a rezoning would be $500 + $25 per acre, which is a base increase in $200 and takes into account the inflation to postage and administrative costs.

A secondary option would be to make the fee a fixed number. To that end, setting the fee for a rezoning set at $750 is reasonable and within the range of other communities.

Text Amendment – The City's current fee for a text amendment is the lowest of those communities surveyed. As such, it is proposed that the fee be set at $750 given the time and research needed for staff to complete any citizen-initiated text amendment.

Preliminary Plan – The current fee for a preliminary plan was increased to $400 +$25 per acre. This was taken to help keep up with inflationary pressure.

Record Plan – The record plan was split into "major" and "minor" to reflect the proposed code amendments. A minor record plan does not require Plan Board review and has a fee of $150 + 25 per acre, while the major record plan does require Plan Board review and approval and is generally for more complex cases with public infrastructure involved.

Major Design Review – It is proposed that the Major Design Review fee be increased to $400. This would be comparable to nearby communities and better reflect the time this process takes for staff analysis.

Minor Design Review – Dayton's fee for Minor Design Review is currently at the bottom. As such, it is proposed that the fee be set to $250, elevating Dayton to be comparable with other nearby jurisdictions.

Planned Development (PD) - The current Planned Development fee is difficult to compare, as many other communities charge with a different formula (base fee only). It is proposed that the City increase the fee to $700 + $25 per acre. Planned Development is more expensive as it requires much more staff time to analyze and create than any other process. Planning staff must create a new set of standards outside of what the zoning district would normally allow.

Conditional Use – The current conditional use fee follows the same trend with many of the other City's fees, being on the lower end of the spectrum compared to other communities. As such, it is proposed that the fee be increased to $300. This proposal would set the variance and appeal fee higher than the conditional use fee, in contrast with the current fee schedule. The reason for this proposed reversal is that a conditional use, by right, is a use that can be placed in the proper zoning district based on the right circumstances and conditions being placed on it. Variances, on the other hand, are not granted by right but are seeking a deviation from the code. Therefore, it would be reasonable to charge a higher fee to apply to break a city code than to apply for a conditional use.

Variance – It is proposed the variance fee be both increased and split into two categories: residential (single and two-family) and commercial (everything else). This is proposed due to residential variances being, on average, far less intrusive and demanding on review time compared to commercial variances. In addition, it is common for a commercial property owner to request multiple variances compared to a residential property that needs one variance. For example, a common residential variance is a fence, whereas a commercial property may need variances for parking, screening, setback, etc., all for the same project. To reflect this potential difference in review time, it is therefore proposed that the fee for a variance be $300 for residential properties and $500 for commercial properties.

Appeals – It is proposed that the fee for appeals be increased to $250. This would put the appeal fee closer in line with that of other communities.

Vacation of Right-of-Way (ROW) – The current fee to apply for a vacation of City-owned ROW is the lowest found in the communities surveyed. As such, it is proposed that the fee be set at $250 to better match that of surrounding communities.

Annual Fee Increase

It is recommended that an annual increase be applied to this fee schedule on January 1st of each year. The communities that do this, including Dayton's Building Services Division, take the CPI increase (consumer price index) for that year and increase the rates according to change in percentage. This would allow fees to keep up with rising costs, help keep City costs consistent in line with expenses as they rise, and make it less likely the fee schedule would need to be updated as often. However, it is recommended that the fee schedule be re-examined every 5-7 years to ensure it stays comparable to neighboring communities and is not prohibitive towards development or achieving City goals.

As the Building Services Division already has language in place (Section 153.46 of the Codified Ordinances), it is recommended that the planning fee adopt similar language, differing only in the overall cost of the planning fees, which would be rounded to the nearest dollar amount.

The proposed language is found below:

"All fixed fee charges, including minimum base fees, shall be adjusted annually by the Director beginning January 1, 2026, by a percentage no greater than the percent change in the Consumer Price Index (CPI-U, U.S. City Average, All Items, Not Seasonally Adjusted) as measured by the percent change in the average price index from the third quarter (hereinafter referred to as the base quarter) of the previous year to the base quarter one year prior. Such change shall be rounded to the nearest 0.1 percent with each fee rounding to the nearest dollar."

APPROVED:

E-SIGNED by Steven Gondol
on 2024-11-15 18:09:58 GMT

Steven C. Gondol, Director
Department of Planning, Neighborhoods & Development

BACK

2nd Reading

12.

BY..... NO. 32127-24

AN ORDINANCE

Amending Section 152.01 of the Revised Code of General Ordinances Concerning Definitions of Public Nuisances.

WHEREAS, ARTICLE XVIII, Section 3, of the Ohio Constitution grants municipalities the legal authority to adopt land use and control measures for promoting the health, safety, and general welfare of its citizens; and

WHEREAS, The City of Dayton's Public Nuisance, Housing and Building Numbers, and Floodplain provisions are codified under Chapter 152 of the Revised Code of General Ordinances (RCGO); and

WHEREAS, The RCGO requires periodic updates and revisions from time to time in order to remain current with the City's operating structure and position titles; and

WHEREAS, The Commission of the City of Dayton passed Ordinance 32116-24 on October 9, 2024, which amended sections of RCGO 152.01 through 152.99; and

WHEREAS, This Commission has determined that it is in the best interests of the City of Dayton to further amend RCGO Section 152.01 reflect additional changes to the definitions of "public nuisance" therein; now, therefore,

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:

SECTION 1. That Section 152.01 of the Revised Code of General Ordinances of the City of Dayton is amended as follows:

Sec. 152.01. Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Abate. When a public nuisance has been determined to exist pursuant to subsection (1) of the definition for public nuisance below, it shall not be deemed to have been abated until it has been made to comply with all applicable housing, building, zoning, and fire code requirements.

When a public nuisance has been determined to exist pursuant to subsection (1) of the definition for public nuisance below, it shall not be deemed to have been abated until all such use constituting a nuisance is terminated.

Director. Whenever, in §§ 152.01 through 152.126, reference is made to a director of a department, any person designated by a director may act in his/her behalf.

Owner. The owner of record of the fee of the premises or lesser estate therein, a mortgagee, vendee in possession, land contract purchaser, assignee of the rents, receiver, executor, administrator, trustee, or lessee, as determined by an examination of the public records of Montgomery County, Ohio, or any other person, firm or corporation in control of a building, or their duly authorized agents.

Persons responsible or *responsible person.* Any person or persons who use, occupy, establish, or conduct a public nuisance, as defined in subsection (2) of the definition for public nuisance below, or aid or abet therein.

Public nuisance. Any underground container or storage tank, fence, wall, garage, shed, house, lot, building, structure, tree, pole, smokestack, or any excavation, basement, cellar, well, cistern, sidewalk subspace, walks, driveways, terrace steps or parts thereof, which has any or all of the conditions or defects hereinafter described shall be deemed to be a public nuisance.

(1) The following conditions or defects shall constitute a public nuisance when they endanger the life, health, property, safety, or welfare of the public, or of any current or prospective occupants:

(a) Whenever the premises are a deteriorating and blighting influence on nearby properties by reason of continued vacancy and a lack of reasonable or adequate maintenance of structures and grounds.

(b) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(c) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or as defined by statute.

(d) Whenever any building or structure is determined to be a fire hazard.

(e) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

(f) Whenever any building or structure, whether or not erected in accordance with all applicable laws and ordinances, has in any non-supporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the:

1. Strength;

2. Fire-resisting qualities or characteristics; or

3. Weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(g) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this city, as specified in the Unified Building Code or Housing Code, or of any law or ordinance of this state or city relating to the condition, location, or construction of buildings.

(h) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become:

1. An attractive nuisance to children;
2. A harbor for vagrants, criminals, or immoral persons; or as to
3. Enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(i) Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its non-supporting members, enclosing or outside walls or coverings.

(j) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.

(k) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

(l) Whenever the building or structure, or any portion thereof, because of:

1. Dilapidation, deterioration or decay;
2. Faulty construction;
3. The removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building;
4. The deterioration, decay or inadequacy of its foundation; or
5. Any other cause; is likely to partially or completely collapse.

(m) Whenever any portion thereof has cracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is reasonably safe.

(n) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location

without exceeding the working stresses permitted n the Building Code for such buildings.

(o) Whenever any portion or member or appurtenance thereof is likely to fall, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

(p) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.

(q) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one-half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.

(r) Whenever the walking surface of any aisle, passageway, stairway or other element of a means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.

(s) Whenever any door, aisle, passageway, stairway or other element of a means of egress is not of sufficient width or size or is not so arranged as to provide safe and adequate means of egress and creates a serious hazard.

(t) Whenever the storage of tires, batteries, chemical drums or containers, or other materials, whether inside a structure or on a lot, pose a fire, health, safety, or environmental threat.

(2) The following conditions shall constitute a public nuisance:

(a) That which is defined as a nuisance in R.C. § 3767.01(c), which is incorporated herein by reference and made a part hereof.

(b) Premises or real estate, including vacant land, on which a felony violation occurs of Chapter 2925 or 3719 of the Ohio Revised Code occurs, regardless of whether there has been a conviction for said violation.

Division Manager of Housing and Inspections. The person appointed to the position of Division Manager of Housing and Inspection, Department of Planning, Neighborhoods & Development, or a person designated by the Division Manager to act in his/her behalf. The people that may be designated by the Division Manager to act in his/her behalf are the Nuisance Abatement & Rehabilitation Supervisor, Nuisance Abatement Specialists, Conservation Supervisors, and Conservation Specialists.

Section 2. That Section 152.01 of the Revised Code of General Ordinances, as previously enacted, is hereby repealed.

PASSED BY THE COMMISSION ....., 2024

SIGNED BY THE MAYOR ....., 2024

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Mayor of the City of Dayton, Ohio

ATTEST:

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Clerk of the Commission

APPROVED AS TO FORM:

_____

City Attorney

BACK