



City of Tukwila
**Community Services
 and Safety Committee**

- ◆ Kathy Hougardy, Chair
- ◆ Mohamed Abdi
- ◆ Tosh Sharp

<u>Distribution:</u>	
K. Hougardy	Mayor Ekberg
M. Abdi	D. Cline
T. Sharp	R. Bianchi
T. McLeod	C. O'Flaherty
	A. Youn
	L. Humphrey

AGENDA

MONDAY, MAY 23, 2022 – 5:30 PM

THIS MEETING WILL BE CONDUCTED BOTH ON-SITE AT TUKWILA CITY HALL AND ALSO VIRTUALLY, BASED ON THE GOVERNOR'S PROCLAMATION 20-28.

ON-SITE PRESENCE WILL BE IN THE HAZELNUT CONFERENCE ROOM (6200 SOUTHCENTER BOULEVARD)

THE PHONE NUMBER FOR THE PUBLIC TO LISTEN TO THIS MEETING IS: 1-253-292-9750, Access Code 188813633#

Click here to: [Join Microsoft Teams Meeting](#)

For Technical Support during the meeting call: 1-206-433-7155.

Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. A contract renewal with Axon. <i>Eric Lund, Deputy Police Chief</i>	a. Forward to 6/13 C.O.W. and 6/27 Special Mtg.	Pg.1
b. A contract with Partners in Employment. <i>Tracy Gallaway, Parks & Recreation Director</i>	b. Forward to 6/6 Consent Agenda.	Pg.59
c. An Interlocal Agreement for the Minor Home Repair Program. <i>Stacy Hansen, Human Services Program Coordinator</i>	c. Forward to 6/6 Consent Agenda.	Pg.67
d. 2022 1st Quarter Fire Department Report. <i>Norm Golden, Deputy Fire Chief</i>	d. Discussion only.	Pg.75
2. MISCELLANEOUS		

Next Scheduled Meeting: *June 13, 2022*



The City of Tukwila strives to accommodate individuals with disabilities. Please contact the City Clerk's Office at **206-433-1800** (TukwilaCityClerk@TukwilaWA.gov) for assistance.



INFORMATIONAL MEMORANDUM

TO: Community Services and Safety Committee

FROM: Eric Drever, Chief of Police

BY: Eric Lund, Deputy Chief of Police

CC: Mayor Ekberg

DATE: May 17th, 2022

SUBJECT: Contract with Axon

ISSUE

The Tukwila Police Department and Axon Enterprises desire to enter into a new agreement for the purposes of continuing to provide officers with body cameras, dash cameras, conductive evidence devices (CED), digital evidence storage, and software licenses.

BACKGROUND

In July of 2017, Tukwila PD entered into a 5-year contract with Axon Enterprises to outfit officers with body cameras, dashboard cameras for patrol cars, and CED's (commonly called Tasers). That contract is due to expire in August of 2022.

DISCUSSION

The purpose of body cameras is for increased public safety, officer safety, enhanced recall of incidents and scenes, and increased transparency and accountability from the police department.

The benefits of body cameras for police departments include less confrontations and violence against police officers, less complaints against officers, less uses of force by officers, and lower litigation and investigation costs.

The department also utilizes Evidence.com which is our digital evidence collection and storage site. This is an invaluable tool to keep records in compliance with the state retention schedule and eases sharing of evidence with our partner agencies.

The body camera and dashboard cameras have been a great success in the past 5 years. Many police departments in our region are just now starting their body camera programs.

The Axon Products are separated into 2 groups, body cameras/Tasers and Fleet or Dashboard Cameras. BWC/Tasers are bundled into the Core+ plan which amounts to ≈\$145.61 per officer per month. To staff uniformed personnel the department requires enough equipment to outfit 61 officers for 5 years. This cost also includes software licenses, digital storage, and a hardware upgrade after 2.5 years. The total amount is ≈\$587,356.49 including tax which is ≈\$117,471 per year.

Fleet/Dashboard cameras cost approximately \$208 per marked patrol car per month. With refunds owed to the department by Axon, 29 of the 41 cars will cost ≈\$148 per car per month. This contract will include the "Fleet 3" camera, which is an upgrade to the current cameras installed (Fleet 2). In addition to higher quality cameras, each patrol camera will be equipped with automated license plate recognition (ALPR) which will greatly increase our investigative and crime reduction abilities. Each patrol car requires 2 cameras. One camera faces out of the

front windshield of the patrol car and the other is for the prisoner compartment of the vehicle. The total amount is ≈\$385,390 including tax which is ≈\$77,078 per year.

The total per year for body cameras, CED's, and dashboard cameras is ≈\$972,747.23 for the life of the contract or ≈\$194,549 per year.

FINANCIAL IMPACT

Department will attempt to absorb the increased costs within existing budget but may have to submit a budget amendment later this year if conditions change.

RECOMMENDATION

The Committee is being asked to make a recommendation to forward to the Committee of the Whole on 6/13/22 and subsequent Special Meeting on 6/27/22. This contract renewal with Axon Enterprise allows officers to continue to be outfitted with body cameras, Tasers, marked police vehicles outfitted with dash cameras, and software licenses to continue using Evidence.com (digital evidence storage).

ATTACHMENTS

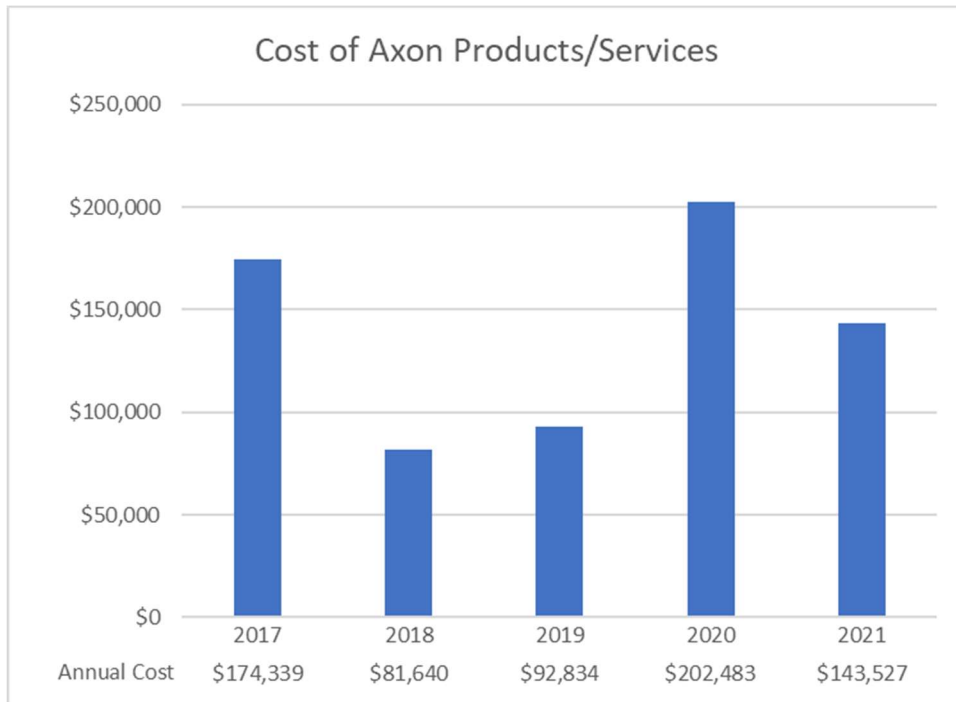
5-year cost analysis

Contract for Services – Amendment #1

Contract for Services #17-123



	2017	2018	2019	2020	2021
Cost of Axon Products/Services	\$174,339	\$81,640	\$92,834	\$202,483	\$143,527





City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

CONTRACT FOR SERVICES

Amendment # 1

Between the City of Tukwila and Axon Enterprise, Inc.

That portion of Contract No. 17-123 between the City of Tukwila and Axon Enterprise, Inc. is hereby amended as follows:

CONTRACT START DATE:

Estimated Start Date 9/1/2022

Contract Term: 5 years

ATTACHMENT A – TASER 7 Appendix:

Attachment incorporated into the Agreement.

ATTACHMENT B – AXON Respond Appendix:

Attachment incorporated into the Agreement.

ATTACHMENT C - AXON Fleet Appendix:

The appendix in the Original Agreement titled “Axon Fleet Appendix” is hereby deleted in its entirety and replaced with Attachment C.

ATTACHMENT D – Quote Q-374532-44680.751BH:

Attachment incorporated into the Agreement

ATTACHMENT E – Quote Q-388116-44680-889BH:

Attachment incorporated into the Agreement

All other provisions of the contract shall remain in full force and effect.

Dated this _____ day of _____, 20_____.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

Printed Name:_____



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

ATTEST/AUTHENTICATED

APPROVED AS TO FORM

Christy O'Flaherty, MMC, City Clerk

Office of the City Attorney

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

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

5. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
7. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
8. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 8.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 8.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

ATTACHMENT B- 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.

ATTACHMENT C- Axon Fleet Appendix

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

1. **Agency Responsibilities**. 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.
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 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 schedule 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 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.

Attachment D – Quote Q-374532-44680.751BH
See Next Page



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-374532-44680.751BH

Issued: 04/29/2022

Quote Expiration: 06/30/2022

Estimated Contract Start Date: 08/01/2022

Account Number: 107449

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery Invoice-6200 Southcenter Blvd 6200 Southcenter Blvd Tukwila, WA 98188-2544 USA Email:	Tukwila Police Dept. - WA 6200 Southcenter Blvd Tukwila, WA 98188-2544 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Hall Phone: Email: rhall@axon.com Fax:	Eric Lund Phone: (206) 433-1821 Email: e.lund@tukwila.gov Fax: (206) 244-6181

Quote Summary

Program Length	60 Months
TOTAL COST	\$540,066.02
ESTIMATED TOTAL W/ TAX	\$587,356.49

Discount Summary

Average Savings Per Year	\$65,881.86
TOTAL SAVINGS	\$329,409.28

Payment Summary

Date	Subtotal	Tax	Total
Jun 2022	\$108,013.14	\$9,458.03	\$117,471.17
2023	\$108,013.22	\$9,458.11	\$117,471.33
2024	\$108,013.22	\$9,458.11	\$117,471.33
2025	\$108,013.22	\$9,458.11	\$117,471.33
2026	\$108,013.22	\$9,458.11	\$117,471.33
Total	\$540,066.02	\$47,290.47	\$587,356.49

Quote Unbundled Price:
 Quote List Price:
 Quote Subtotal:

\$869,482.51
 \$658,977.00
 \$540,066.02

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Core+Renewal	2021 Core+ Renewal	61	59	\$207.49	\$149.00	\$145.61	\$524,051.06	\$45,672.96	\$569,724.02
A la Carte Hardware									
AB3C	AB3 Camera Bundle	63			\$699.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	8			\$1,495.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
ProLicense	Pro License Bundle	29	59		\$39.00	\$9.36	\$16,014.96	\$1,617.51	\$17,632.47
Total							\$540,066.02	\$47,290.47	\$587,356.49

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Core+ Renewal	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	61	07/01/2022
2021 Core+ Renewal	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2	07/01/2022
2021 Core+ Renewal	20018	TASER 7 BATTERY PACK, TACTICAL	73	07/01/2022
2021 Core+ Renewal	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	07/01/2022
2021 Core+ Renewal	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	41	07/01/2022
2021 Core+ Renewal	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	20	07/01/2022
2021 Core+ Renewal	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	183	07/01/2022
2021 Core+ Renewal	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	122	07/01/2022
2021 Core+ Renewal	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	183	07/01/2022
2021 Core+ Renewal	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	122	07/01/2022
2021 Core+ Renewal	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	122	07/01/2022
2021 Core+ Renewal	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	122	07/01/2022
2021 Core+ Renewal	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	07/01/2022
2021 Core+ Renewal	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	07/01/2022
2021 Core+ Renewal	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	07/01/2022
2021 Core+ Renewal	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	07/01/2022
2021 Core+ Renewal	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	122	07/01/2022
2021 Core+ Renewal	74200	TASER 7 6-BAY DOCK AND CORE	1	07/01/2022
2021 Core+ Renewal	75015	SIGNAL SIDEARM KIT	61	07/01/2022
2021 Core+ Renewal	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	07/01/2022
2021 Core+ Renewal	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	07/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	70	07/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	63	07/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	07/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	70	07/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	8	07/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	8	07/01/2022
2021 Core+ Renewal	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	122	07/01/2023
2021 Core+ Renewal	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	122	07/01/2023
2021 Core+ Renewal	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	122	07/01/2024
2021 Core+ Renewal	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	122	07/01/2024
2021 Core+ Renewal	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	122	07/01/2024
2021 Core+ Renewal	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	122	07/01/2024
2021 Core+ Renewal	73309	AXON CAMERA REFRESH ONE	63	01/01/2025
2021 Core+ Renewal	73689	MULTI-BAY BWC DOCK 1ST REFRESH	8	01/01/2025
2021 Core+ Renewal	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	122	07/01/2025
2021 Core+ Renewal	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	122	07/01/2025
2021 Core+ Renewal	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	122	07/01/2026
2021 Core+ Renewal	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	122	07/01/2026
2021 Core+ Renewal	73310	AXON CAMERA REFRESH TWO	63	07/01/2027
2021 Core+ Renewal	73688	MULTI-BAY BWC DOCK 2ND REFRESH	8	07/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Core+ Renewal	20248	TASER 7 EVIDENCE.COM LICENSE	61	08/01/2022	06/30/2027
2021 Core+ Renewal	20248	TASER 7 EVIDENCE.COM LICENSE	1	08/01/2022	06/30/2027
2021 Core+ Renewal	73449	RESPOND DEVICE LICENSE	61	08/01/2022	06/30/2027
2021 Core+ Renewal	73682	AUTO TAGGING LICENSE	61	08/01/2022	06/30/2027
2021 Core+ Renewal	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	183	08/01/2022	06/30/2027
2021 Core+ Renewal	73686	UNLIMITED BWC + CAPTURE STORAGE	61	08/01/2022	06/30/2027
2021 Core+ Renewal	73746	PROFESSIONAL EVIDENCE.COM LICENSE	61	08/01/2022	06/30/2027
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	87	08/01/2022	06/30/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	29	08/01/2022	06/30/2027

Services

Bundle	Item	Description	QTY
2021 Core+ Renewal	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Core+ Renewal	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Core+ Renewal	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Core+ Renewal	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Core+ Renewal	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Core+ Renewal	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 Core+ Renewal	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 Core+ Renewal	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 Core+ Renewal	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 Core+ Renewal	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 Core+ Renewal	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Core+ Renewal	80464	EXT WARRANTY, CAMERA (TAP)	61	08/01/2022	06/30/2027
2021 Core+ Renewal	80464	EXT WARRANTY, CAMERA (TAP)	2	08/01/2022	06/30/2027
2021 Core+ Renewal	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	8	08/01/2022	06/30/2027
2021 Core+ Renewal	80374	EXT WARRANTY, TASER 7 BATTERY PACK	73	07/01/2023	07/31/2027
2021 Core+ Renewal	80395	EXT WARRANTY, TASER 7 HANDLE	61	07/01/2023	07/31/2027
2021 Core+ Renewal	80395	EXT WARRANTY, TASER 7 HANDLE	2	07/01/2023	07/31/2027
2021 Core+ Renewal	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	07/01/2023	07/31/2027

Payment Details

Jun 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	AB3C	AB3 Camera Bundle	63	\$0.00	\$0.00	\$0.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 1	Core+Renewal	2021 Core+ Renewal	61	\$104,810.23	\$9,134.61	\$113,944.84
Year 1	ProLicense	Pro License Bundle	29	\$3,202.91	\$323.42	\$3,526.33
Total				\$108,013.14	\$9,458.03	\$117,471.17

Jul 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	AB3C	AB3 Camera Bundle	63	\$0.00	\$0.00	\$0.00
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 2	Core+Renewal	2021 Core+ Renewal	61	\$104,810.23	\$9,134.61	\$113,944.84
Year 2	ProLicense	Pro License Bundle	29	\$3,202.99	\$323.50	\$3,526.49
Total				\$108,013.22	\$9,458.11	\$117,471.33

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	AB3C	AB3 Camera Bundle	63	\$0.00	\$0.00	\$0.00
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 3	Core+Renewal	2021 Core+ Renewal	61	\$104,810.23	\$9,134.61	\$113,944.84
Year 3	ProLicense	Pro License Bundle	29	\$3,202.99	\$323.50	\$3,526.49
Total				\$108,013.22	\$9,458.11	\$117,471.33

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	AB3C	AB3 Camera Bundle	63	\$0.00	\$0.00	\$0.00
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 4	Core+Renewal	2021 Core+ Renewal	61	\$104,810.23	\$9,134.61	\$113,944.84
Year 4	ProLicense	Pro License Bundle	29	\$3,202.99	\$323.50	\$3,526.49
Total				\$108,013.22	\$9,458.11	\$117,471.33

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	AB3C	AB3 Camera Bundle	63	\$0.00	\$0.00	\$0.00
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 5	Core+Renewal	2021 Core+ Renewal	61	\$104,810.23	\$9,134.61	\$113,944.84
Year 5	ProLicense	Pro License Bundle	29	\$3,202.99	\$323.50	\$3,526.49
Total				\$108,013.22	\$9,458.11	\$117,471.33

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

4/29/2022



Attachment E – Quote Q-374532-44680.751BH

See Next Page



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-388116-44680.889BH

Issued: 04/29/2022

Quote Expiration: 06/30/2022

Estimated Contract Start Date: 10/01/2022

Account Number: 107449

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Tukwila Police Department 15005 Tukwila International Boulevard Tukwila, WA 98188 USA	Tukwila Police Dept. - WA 15005 Tukwila International Boulevard Tukwila, WA 98188 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Hall Phone: Email: rhall@axon.com Fax:	Eric Lund Phone: (206) 433-1821 Email: e.lund@tukwila.gov Fax: (206) 244-6181

Quote Summary

Program Length	60 Months
TOTAL COST	\$350,037.00
ESTIMATED TOTAL W/ TAX	\$385,390.74

Discount Summary

Average Savings Per Year	\$45,030.17
TOTAL SAVINGS	\$225,150.84

Payment Summary

Date	Subtotal	Tax	Total
Jun 2022	\$70,007.36	\$7,070.78	\$77,078.14
2023	\$70,007.41	\$7,070.74	\$77,078.15
2024	\$70,007.41	\$7,070.74	\$77,078.15
2025	\$70,007.41	\$7,070.74	\$77,078.15
2026	\$70,007.41	\$7,070.74	\$77,078.15
Total	\$350,037.00	\$35,353.74	\$385,390.74

Quote Unbundled Price:
 Quote List Price:
 Quote Subtotal:

\$575,178.40
 \$477,025.00
 \$350,037.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	12	60	\$260.49	\$208.00	\$208.00	\$149,760.01	\$15,125.76	\$164,885.77
Fleet3ARe	Fleet 3 Advanced Renewal	29	60	\$182.69	\$148.00	\$115.10	\$200,276.99	\$20,227.98	\$220,504.97
A la Carte Hardware									
72036	FLEET 3 STANDARD 2 CAMERA KIT	29			\$2,405.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$350,037.00	\$35,353.74	\$385,390.74

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M+B-NPS+5YR NETCLOUD	12	09/01/2022
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	12	09/01/2022
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	12	09/01/2022
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	12	09/01/2022
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	12	09/01/2022
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	29	09/01/2022
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	12	09/01/2027
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	29	09/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	12	10/01/2022	09/30/2027
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	12	10/01/2022	09/30/2027
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	12	10/01/2022	09/30/2027
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	24	10/01/2022	09/30/2027
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	29	10/01/2022	09/30/2027
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	29	10/01/2022	09/30/2027
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	29	10/01/2022	09/30/2027
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	58	10/01/2022	09/30/2027

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	12
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	29

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	12	10/01/2022	09/30/2027
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	12	09/01/2023	09/30/2027
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	29	09/01/2023	09/30/2027

Payment Details

Jun 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	29	\$0.00	\$0.00	\$0.00
Year 1	Fleet3A	Fleet 3 Advanced	12	\$29,952.01	\$3,025.15	\$32,977.16
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	29	\$40,055.35	\$4,045.63	\$44,100.98
Total				\$70,007.36	\$7,070.78	\$77,078.14

Jul 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	29	\$0.00	\$0.00	\$0.00
Year 2	Fleet3A	Fleet 3 Advanced	12	\$29,952.01	\$3,025.15	\$32,977.16
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	29	\$40,055.40	\$4,045.59	\$44,100.99
Total				\$70,007.41	\$7,070.74	\$77,078.15

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	29	\$0.00	\$0.00	\$0.00
Year 3	Fleet3A	Fleet 3 Advanced	12	\$29,952.01	\$3,025.15	\$32,977.16
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	29	\$40,055.40	\$4,045.59	\$44,100.99
Total				\$70,007.41	\$7,070.74	\$77,078.15

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	29	\$0.00	\$0.00	\$0.00
Year 4	Fleet3A	Fleet 3 Advanced	12	\$29,952.01	\$3,025.15	\$32,977.16
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	29	\$40,055.40	\$4,045.59	\$44,100.99
Total				\$70,007.41	\$7,070.74	\$77,078.15

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	29	\$0.00	\$0.00	\$0.00
Year 5	Fleet3A	Fleet 3 Advanced	12	\$29,952.01	\$3,025.15	\$32,977.16
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	29	\$40,055.40	\$4,045.59	\$44,100.99
Total				\$70,007.41	\$7,070.74	\$77,078.15

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Signature

Date Signed

4/29/2022



Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 658-0629

Richard Mitchell
206-431-3673
r.mitchell@tukwilawa.gov



AXON

Quotation

Quote: Q-118905-7
Date: 7/11/2017 11:24 AM
Quote Expiration: 7/31/2017
Contract Start Date*: 8/1/2017
Contract Term: 5 years

AX Account Number:
107449

Bill To:
Tukwila Police Dept. - WA
6200 SOUTHCENTER BLVD.
Tukwila, WA 98188
US

Ship To:
Richard Mitchell
Tukwila Police Dept. - WA
6200 SOUTHCENTER BLVD.
Tukwila, WA 98188
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chris Neubeck	602-708-0074	cneubeck@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1 - Hardware and Evidence.com - Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
50	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 19,950.00	USD 0.00	USD 19,950.00
50	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
20	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	USD 29.95	USD 599.00	USD 0.00	USD 599.00
20	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	USD 39.95	USD 799.00	USD 0.00	USD 799.00
10	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 14,950.00	USD 0.00	USD 14,950.00
10	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 350.00	USD 0.00	USD 350.00
13	22002	HANDLE, BLACK, CLASS III, X2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
13	22014	WARRANTY, 4 YEAR, X2	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
37	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
37	11004	WARRANTY, 4 YEAR, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	70116	PPM, SIGNAL	USD 0.00	USD 0.00	USD 0.00	USD 0.00
11	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	USD 0.00	USD 0.00	USD 0.00	USD 0.00
32	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	11504	HOLSTER, BLACKHAWK, LEFT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	USD 1,188.00	USD 59,400.00	USD 0.00	USD 59,400.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
15	80011	BASIC EVIDENCE.COM LICENSE: 5 YEAR	USD 900.00	USD 13,500.00	USD 2,858.55	USD 10,641.45
150	85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	80021	PRO EVIDENCE.COM LICENSE: 5 YEAR	USD 2,340.00	USD 11,700.00	USD 952.85	USD 10,747.15
150	85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
70	80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	USD 180.00	USD 12,600.00	USD 12,600.00	USD 0.00
1	85055	AXON FULL SERVICE	USD 15,000.00	USD 15,000.00	USD 0.00	USD 15,000.00

Year 1 - Hardware and Evidence.com - Due Net 30 Tax Amount: USD 11,743.67

Year 1 - Hardware and Evidence.com - Due Net 30 Discount: USD 16,411.40

Year 1 - Hardware and Evidence.com - Due Net 30 Net Amount Due Including Taxes: USD 144,180.27

Spares

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
3	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	11002	HANDLE, BLACK, CLASS III, X26P	USD 964.05	USD 964.05	USD 964.05	USD 0.00
1	11004	WARRANTY, 4 YEAR, X26P	USD 297.75	USD 297.75	USD 297.75	USD 0.00

Spares Tax Amount: USD 0.00

Spares Discount: USD 1,261.80

Spares Net Amount Due Including Taxes: USD 0.00

Year 2 - Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
50	80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	USD 1,188.00	USD 59,400.00	USD 6,240.00	USD 53,160.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
70	80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	USD 180.00	USD 12,600.00	USD 12,600.00	USD 0.00
Year 2 - Evidence.com Tax Amount:						USD 5,316.00
Year 2 - Evidence.com Discount:						USD 18,840.00
Year 2 - Evidence.com Net Amount Due Including Taxes:						USD 58,476.00

Year 3 - Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
50	80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	USD 1,188.00	USD 59,400.00	USD 6,240.00	USD 53,160.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
70	80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	USD 180.00	USD 12,600.00	USD 12,600.00	USD 0.00
Year 3 - Evidence.com Tax Amount:						USD 5,316.00
Year 3 - Evidence.com Discount:						USD 18,840.00
Year 3 - Evidence.com Net Amount Due Including Taxes:						USD 58,476.00

Year 4 - Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
50	80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	USD 1,188.00	USD 59,400.00	USD 6,240.00	USD 53,160.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
70	80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	USD 180.00	USD 12,600.00	USD 12,600.00	USD 0.00
Year 4 - Evidence.com Tax Amount:						USD 5,316.00
Year 4 - Evidence.com Discount:						USD 18,840.00
Year 4 - Evidence.com Net Amount Due Including Taxes:						USD 58,476.00

Year 5 - Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
50	80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	USD 1,188.00	USD 59,400.00	USD 6,240.00	USD 53,160.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
70	80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	USD 180.00	USD 12,600.00	USD 12,600.00	USD 0.00
Year 5 - Evidence.com Tax Amount:						USD 5,316.00
Year 5 - Evidence.com Discount:						USD 18,840.00
Year 5 - Evidence.com Net Amount Due Including Taxes:						USD 58,476.00

Subtotal	USD 345,076.60
Estimated Shipping & Handling Cost	USD 439.78
Estimated Tax	USD 33,007.67
Grand Total	USD 378,524.05

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of included storage for other digital media

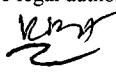
Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:  Date: July 25, 2017
Name (Print): Allan Ekberg Title: MAYOR
PO# (if needed): _____

Quote: Q-118905-7

Please sign and email to Chris Neubeck at cneubeck@taser.com or fax to (480) 658-0629

THANK YOU FOR YOUR BUSINESS!

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Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: (480) 658-0629

Richard Mitchell
 206-431-3673
 r.mitchell@tukwilawa.gov



Quotation

Quote: Q-119632-2
Date: 6/13/2017 8:34 AM
Quote Expiration: 6/30/2017
Contract Start Date*: 9/1/2017
Contract Term: 5 years

AX Account Number:
 107449

Bill To:
 Tukwila Police Dept. - WA
 6200 SOUTHCENTER BLVD.
 Tukwila, WA 98188
 US

Ship To:
 Richard Mitchell
 Tukwila Police Dept. - WA
 6200 SOUTHCENTER BLVD.
 Tukwila, WA 98188
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chris Neubeck	602-708-0074	cneubeck@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Axon Fleet Pre-Order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Fleet. Axon Fleet will be available for delivery sometime in 2017. You will be notified if there are any delays. Axon reserves the right to make product changes without notice.

Axon Fleet System Compatibility

Additional costs may be incurred by the customer related to installing or optimizing their wireless infrastructure in order to achieve the desired wireless download speeds, access point coverage, bandwidth or network stability. These costs are solely the responsibility of the customer.

Year 1 Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
58	74003	CAMERA SYSTEM, AXON FLEET	USD 382.28	USD 22,172.24	USD 8,307.92	USD 13,864.32
58	74025	MOUNT ASSEMBLY, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
29	70112	AXON SIGNAL UNIT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
58	74024	BATTERY SYSTEM, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
29	74027	Axon Fleet Dongle	USD 0.00	USD 0.00	USD 0.00	USD 0.00
29	85731	FLEET UNLIMITED PACKAGE: YEAR 1 PAYMENT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	80131	TRAIN INSTALLER OR INSTALLATION FACILITY, PER DAY, PER SITE	USD 1,742.00	USD 1,742.00	USD 0.00	USD 1,742.00
2	74074	WI-FI OFFLOAD STORE & FORWARD SERVER HARDWARE	USD 3,000.00	USD 6,000.00	USD 0.00	USD 6,000.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	74067	WI-FI OFFLOAD STORE & FORWARD SOFTWARE LICENSE YEAR 1 PAYMEN	USD 600.00	USD 1,200.00	USD 0.00	USD 1,200.00
1	74066	WI-FI OFFLOAD NETWORK PROFESSIONAL SERVICES	USD 1,000.00	USD 1,000.00	USD -1,500.00	USD 2,500.00
Year 1 Tax Amount:						USD 2,356.43
Year 1 Discount:						USD 6,807.92
Year 1 Net Amount Due Including Taxes:						USD 27,662.75

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
29	85732	FLEET UNLIMITED PACKAGE: YEAR 2 PAYMENT	USD 1,188.00	USD 34,452.00	USD 0.00	USD 34,452.00
2	74068	WI-FI OFFLOAD STORE & FORWARD SOFTWARE LICENSE YEAR 2 PAYMEN	USD 600.00	USD 1,200.00	USD 0.00	USD 1,200.00
Year 2 Tax Amount:						USD 3,565.20
Year 2 Net Amount Due Including Taxes:						USD 39,217.20

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
29	85733	FLEET UNLIMITED PACKAGE: YEAR 3 PAYMENT	USD 1,188.00	USD 34,452.00	USD 0.00	USD 34,452.00
2	74069	WI-FI OFFLOAD STORE & FORWARD SOFTWARE LICENSE YEAR 3 PAYMEN	USD 600.00	USD 1,200.00	USD 0.00	USD 1,200.00
Year 3 Tax Amount:						USD 3,565.20
Year 3 Net Amount Due Including Taxes:						USD 39,217.20

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
29	85734	FLEET UNLIMITED PACKAGE: YEAR 4 PAYMENT	USD 1,188.00	USD 34,452.00	USD 0.00	USD 34,452.00
2	74070	WI-FI OFFLOAD STORE & FORWARD SOFTWARE LICENSE YEAR 4 PAYMEN	USD 600.00	USD 1,200.00	USD 0.00	USD 1,200.00
Year 4 Tax Amount:						USD 3,565.20
Year 4 Net Amount Due Including Taxes:						USD 39,217.20

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
29	85735	FLEET UNLIMITED PACKAGE: YEAR 5 PAYMENT	USD 1,188.00	USD 34,452.00	USD 0.00	USD 34,452.00
2	74071	WI-FI OFFLOAD STORE & FORWARD SOFTWARE LICENSE YEAR 5 PAYMEN	USD 600.00	USD 1,200.00	USD 0.00	USD 1,200.00
Year 5 Tax Amount:						USD 3,565.20
Year 5 Net Amount Due Including Taxes:						USD 39,217.20


Subtotal	USD 167,914.32
Estimated Shipping & Handling Cost	USD 280.88
Estimated Tax	USD 16,617.23
Grand Total	USD 184,812.43

Axon Body 2 Shipping

Axon Body 2 is available for delivery between 8-10 weeks after purchase date. You will be notified if there are any delays. Axon reserves the right to make product changes without notice.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at www.axon.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:  Date: July 25, 2017
Name (Print): Allan Ekberg Title: Mayor
PO# (if needed): _____

Quote: Q-119632-2

Please sign and email to Chris Neubeck at cneubeck@taser.com or fax to (480) 658-0629

THANK YOU FOR YOUR BUSINESS!

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MASTER SERVICES AND PURCHASING AGREEMENT

between

AXON ENTERPRISE, INC.

and

City of Tukwila

CITY Agreement Number:

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Tukwilla Police Department (**Agency, Party** or collectively **Parties**), is entered into as of July 17, 2017 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon products and services as detailed in Quote #Q-119632-2, Q118905-4 (**the Quote**), which is hereby incorporated by reference. In consideration of this Agreement the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. Axon services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 Evidence.com Subscription Term: The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives Axon written notice of termination within sixty (60) days prior to the end of a one (1) year period.

1.2 Professional Services Term: Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 **Definitions.**

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential. **"Documentation"** means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, all restrictions described on the Axon website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all Axon equipment, software, cloud based services, Documentation and software



maintenance releases and updates provided by Axon under this Agreement.

"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Resolution Time" means the elapsed time between Axon's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of Axon's reasonable control.

"Services" means all services provided by Axon pursuant to this Agreement.

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.
- 4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing Axon written notice of rejection within 10 days of shipment. Failure to notify Axon within the 10 day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
 - 7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty

through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.2 Warranty Limitations.

7.2.1 The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

7.2.2 **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**

7.2.3 **Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**

7.3 **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the Evidence.com services or download the product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained

on the storage media or any other part of the product services.

- 7.3.3** A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

- 8** **Product Warnings.** See our website at www.axon.com for the most current product warnings.
- 9** **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 10** **Insurance.** Axon will maintain at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.
- 11** **Indemnification.** Axon will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12** **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and related software, as well as any suggestions made to Axon.
- 13** **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14** **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii)

breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

15 **Termination.**

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year. The Agency may also terminate this Agreement for any reason upon 60 days notice to Axon.

15.3 Effect of Termination. Upon termination of this Agreement for any reason: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

15.4 After Termination. Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

15.5 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 will result in

additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 General.

- 16.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All Axon Pricing is considered confidential and competition sensitive. Axon acknowledges the Agency shall provide records responsive to requests in accordance with the Washington State Public Records Act. The Agency may provide notice of said request to Axon.
- 16.2 Excusable delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.
- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 16.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not knowingly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, 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.
- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

- 16.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com 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, the Agency will immediately discontinue use of the Evidence.com Services. The terms “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party’s right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 16.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency’s Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

AGENCY:
City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188



16.15 Entire Agreement. This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.
 Signature: [Signature]
 Name: Josh Isler
 Title: EVP, Global Sales
 Date: 7/28/17

City of Tukwila
 Signature: [Signature]
 Name: Allan Ekberg
 Title: MAYOR
 Date: July 25, 2017

APPROVED AS TO FORM:

[Signature]
Office of the City Attorney

Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.

- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and Axon obtains no rights to the Agency Content and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.

- 3 **Evidence.com Data Security.**
 - 3.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

 - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

- 4 **Our Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable



efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** Axon will not disclose Agency Content or any information about the 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 the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a Axon device. For use of Totally Unlimited Evidence.com Licenses Axon reserves the right to limit the types of content the Agency can store and share using the Services.
- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content.
- 8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
 - 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as

specified elsewhere in this Agreement.

- 9 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).



Professional Services Appendix

1 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

<p>System set up and configuration Setup Axon View on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Axon Dock (Dock) access. Work with IT to install Evidence Sync software on locked-down computers (if applicable). One on-site session included.</p>
<p>Dock installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using “admin” credentials from Agency. Work with Agency’s IT to configure its network to allow for maximum bandwidth and proper operation within Agency’s network environment. On site Assistance Included</p>
<p>Dedicated Project Manager Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.</p>
<p>Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency’s desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.</p>
<p>Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on Axon’s observations with other agencies. Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. Provide referrals of other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.</p>
<p>System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.</p>
<p>Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, Axon’s on-site professional services team will provide training for instructors who can support the Agency’s subsequent Axon camera and Evidence.com training needs.</p>
<p>End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and Evidence Sync.</p>
<p>Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go live review session</p>

-
- 1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.
2. **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.
3. **Delivery of Services.**
- 3.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
- 3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems solely for the purpose of performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The 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 the Agency.
5. **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.
6. **Acceptance Checklist.** Axon will present an Acceptance Checklist (**Checklist**) upon completion of the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must



notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Checklist for approval and signature. If Axon does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Checklist, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

- 7** **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to Axon negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency data from any cause.

TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1** **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2** **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3** **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at Axon's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.

3.1. Within 30 days of the end of the TAP Term the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon. If all the Spare Products are returned to Axon, then Axon will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4** **TAP Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster. At any time during the OSP term the Agency may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the Agency may choose from any current CEW model offered. The OSP plan must be

purchased for a period of 5 years. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, then we will have no obligation to reimburse for those items not received. If OSP is terminated before the end of the term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

- 5** **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to Axon or Axon will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

5.1. TAP Axon Camera Upgrade Models.

- 5.1.1.** If the Agency purchased TAP for Axon Cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at Axon's sole option. Axon makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.
- 5.1.2.** If the Agency purchased Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

- 5.2. TAP Dock Upgrade Models.** Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

- 6** **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is

terminated. Once TAP coverage is terminated for any reason, then:

- 6.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
- 6.2.** Axon will not and has no obligation to provide the free Upgrade Models.
- 6.3.** The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 6.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
- 6.5.** If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination.

Axon Integration Services Appendix

- 1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.
- 2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the Evidence.com Service to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com Service based on data already maintained in the Agency's RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered out of the scope and may result in additional fees.
- 3 **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.
- 4 **Delivery of Integration Services.**
 - 4.1. **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the Evidence.com Service at no additional charge as long as the Agency maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.
 - 4.2. **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
 - 4.3. **Warranty.** Axon warrants that it will perform the Integration Services in a good and workmanlike manner.
- 5 **Agency's Responsibilities.** Axon's successful performance of the Integration Services depends upon the Agency's:
 - 5.1. Making available its relevant systems, including its current RMS, for assessment by Axon (including making these systems available to Axon via remote access if possible);

- 5.2. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;
 - 5.3. Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
 - 5.4. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;
 - 5.5. Promptly installing and implementing any and all software updates provided by Axon;
 - 5.6. Ensuring that all appropriate data backups are performed;
 - 5.7. Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;
 - 5.8. Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Integration Services;
 - 5.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
 - 5.10. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).
6. **Authorization to Access Computer Systems to Perform Services.** Agency authorizes Axon to access Agency's relevant computers, network systems, and RMS solely for the purpose of performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the 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.

Axon Fleet Appendix

Axon Fleet has been purchased as part of the Quote attached to this Agreement.

- 1 **Axon Fleet Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Fleet will begin after the first shipment of the Axon Fleet hardware (**Axon Fleet Subscription**) if shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Initial Term begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2 **Agency Responsibilities.** The Agency is responsible for ensuring its infrastructure and vehicles adhere to the minimum requirements needed to effectively operate Axon Fleet as established by Axon during the on-site assessment at the Agency's facility and/or in Axon's technical qualifying questions. The Quote is based upon the Agency's accurate representation of its infrastructure. Any inaccuracies the Agency provides to Axon regarding the Agency's infrastructure and vehicles may subject the Quote to change.
- 3 **For CradlePoint purchases only.** If the Agency purchases CradlePoint Enterprise Cloud Manager, the Agency is responsible for complying with the CradlePoint end user license agreement. The Agency acknowledges that the term of the CradlePoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that CradlePoint installation services are not within the scope of this Agreement. All CradlePoint hardware is warranted under CradlePoint's manufacturer's warranty. In the event that the Agency requires support for its CradlePoint hardware, the Agency will contact CradlePoint directly.
- 4 **Statement of Work.** If the Agency has purchased installation services for Axon Fleet, the Statement of Work (SOW) attached to this Appendix will detail Axon's deliverables to the Agency with respect to the installation of Axon Fleet and any related hardware. Axon is responsible to perform only the services described in this SOW. Any additional services discussed or implied that are not defined explicitly by the SOW will be considered out of the scope. Axon may subcontract any part of the SOW to a qualified subcontractor.
- 5 **Warranty Coverage.** Axon's standard Hardware Warranty applies to Axon Fleet.
- 6 **Axon Fleet Unlimited Storage.** For use of an Axon Fleet Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Fleet unlimited storage only if the data originates from Axon Fleet hardware.
- 7 **Axon Fleet Unlimited Upgrade.** If the Agency has purchased Fleet Unlimited, the Axon Fleet camera hardware is covered by a 4-year extended warranty. Axon Fleet Unlimited also provides the Agency with Axon Fleet camera hardware Upgrade Models during the Term. Upgrade Models are to be provided as follows during and/or after the Axon Fleet Unlimited Term: 2.5 years after the Axon Fleet Subscription Start Date and once again 5 years after the Axon Fleet Subscription Start Date if the Agency purchased 5 years made all Axon Fleet



Unlimited payments.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to Axon or Axon will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping.

- 8** **Fleet Unlimited Termination.** If an invoice for Axon Fleet Unlimited is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then Axon may terminate Axon Fleet Unlimited and all outstanding Product related to Axon Fleet Unlimited. Axon will provide notification that Axon Fleet Unlimited coverage is terminated. Once Axon Fleet Unlimited coverage is terminated for any reason, then:
- 8.1.** Axon Fleet Unlimited coverage will terminate as of the date of termination and no refunds will be given.
 - 8.2.** Axon will not and has no obligation to provide the free Upgrade Models.
 - 8.3.** The Agency will be invoiced for and is obligated to pay to Axon the MSRP then in effect for all Spare Products provided under Axon Fleet Unlimited. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
 - 8.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

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INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee

FROM: Tracy Gallaway, Parks & Recreation Director

CC: Mayor Ekberg

DATE: May 17, 2022

SUBJECT: YERS Contract with Partners In Employment

ISSUE

Seeking authorization for the Mayor to sign Service Contract with Partners In Employment in the amount of \$43,940. This contract has no financial impact to the budget.

BACKGROUND

In fall 2021, Washington Recreation and Parks Association (WRPA) announced that they were working with The Association of Washington Cities (AWC) and the Office of Superintendent of Public Instruction (OSPI) to develop a process for applying and receiving grant funds specifically for summer experiences for youth in Washington State. We applied for and were awarded funding to support a new program – Youth Ecology & Restoration Stewards (YERS). Funds are to be used between April 15, 2022 & September 1, 2022.

YERS empowers youth from immigrant and refugee communities by supporting local organizations Partners In Employment (PIE). Youth will learn about ecosystem restoration through hands-on training to inspire exploration and awareness in natural areas and exposure to natural resource career paths while impacting a local park.

The Partner in Employment (PIE) Youth Restoration Training Crew is a paid job training program that seeks to connect immigrant and refugee youth from South King County with paths into environmental and green careers. The goal will be accomplished by training and working with youth to complete environmental restoration projects, providing environmental education to address other areas of environmental science and the why's behind restoration projects, bringing in guest speakers to provide information on a wide variety of environmental career paths and help youth to make connections in fields of interest providing culturally relevant support to youth from PIE case managers as they progress through their career paths.

PIE will lead five weeks of paid job training in Tukwila Park while teaching ecology, restoration basics, how to use tools, watershed awareness, and supporting youth with resume development and job counseling.

DISCUSSION

The contract will utilize grant funds to reimburse PIE for expenses related to the Youth Restoration Training Crew. This includes staffing, equipment & supplies, transportation, professional services, field trips, and paying youth that are participating in the job training program.

FINANCIAL IMPACT

There will be no financial impact to the budget. This program is fully funded through the SEEK grant as noted above and the City will be reimbursed 100% of program costs. This will, however, require the Finance Department to make budget adjustments to both revenue and expenditures to allocate the funding and track expenditures in the proper budget groups within

the Parks & Recreation budget. This budget adjustment will be included in the year-end budget amendments as a housekeeping item.

RECOMMENDATION

The Council is being asked to authorize the Mayor to sign the award contract and consider this item for consent agenda at the June 6, 2022, Regular Meeting.

ATTACHMENT

A - Contract for Services - Partners In Employment

REFERENCE

[CSS Minutes – 2.14.22](#)



CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and Partners In Employment, hereinafter referred to as “the Contractor,” whose principal office is located at 21400 International Blvd. Suite 302, SeaTac, WA 98198.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$43,940.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing May 1, 2022, and ending September 30, 2022, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement; Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law: Venue: Attorney’s Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit.

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By: _____

Printed Name and Title: _____

ATTEST/AUTHENTICATED:

Address: _____

City Clerk, Christy O’Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT A
General Terms and Scope of Services

Scope of Services – Contractor will provide the following services:

Partner in Employment with the support of Tukwila Parks and Recreation will run five weeks of programming between May - September. The Spring quarter will be two weeks, with hours after school and up to 10 youth, each completing 20 hours of field time per week. The Summer quarter will be three weeks, with up to 10 youth, each completing 30 hours of field time per week.

The City will reimburse the contractor for expenses related to the Youth Restoration Training Crew. This includes staffing, equipment & supplies, transportation, professional services, field trips, and paying youth that are participating in the job training program.

Budget	Amount
Staff support	\$13,145.00
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (these must be directly related to program being offered)	\$595.00
Transportation	\$950.00
Fees Actives/Field Trips	\$500.00
Other: PIE- Youth paid hourly wage for job training program.	\$28,750.00
Totals	\$43,940.00

EXHIBIT B
CONSULTANT SCHEDULE OF FEES

CONSULTANT will provide services under contract and Exhibit A (Scope of Services) in accord with the rates and methods:

1. Total contract amount is not to exceed \$43,940 unless authorized by the City by written amendment.
2. Agreed upon fee for the work described in Exhibit A is \$43,940 which shall constitute full compensation for all identified deliverables, including dispersants to youth participants of this contract.
3. Consultant should invoice the City at the completion of the spring quarter and again at the completion of the summer quarter. The invoice shall describe and document a description of the work performed, the progress of the project, and amount owed. A receipt must accompany any single expenses in the amount of \$50.00 or more to receive reimbursement.
4. Consultant will be paid according to the City of Tukwila 2022 Accounts Payable schedule.



INFORMATIONAL MEMORANDUM

TO: Community Services and Safety

FROM: Stacy Hansen, Human Services Program Coordinator

CC: Mayor Ekberg

DATE: May 16, 2022

SUBJECT: CDBG Minor Home Repair Interlocal Agreement

ISSUE

Since 2005, the city of Tukwila has been the Lead city for the Minor Home Repair program providing fiscal oversight, technical assistance to partner cities and the applicant/recipient of Community Development Block Grant (CDBG) funding awarded annually by King County. The Interlocal Agreement (ILA) includes the four partner cities: SeaTac, Covington, Des Moines, and Tukwila. After 17 years, the City of SeaTac has agreed to be the Lead city. Therefore, the City Council must approve the new ILA in order to finalize the transfer of Lead city from Tukwila to SeaTac.

BACKGROUND

The CDBG funding has been awarded by King County for the Minor Home Repair program through a competitive application process for the past 17 years. As Lead city, Tukwila was responsible for the annual pre/full application, presentation to decision panel, quarterly bills (aggregated financial and demographic information from all cities) and the liaison between King County and the ILA partners for any issues or corrections needed regarding CDBG compliance and billing errors from the ILA cities quarterly bills.

DISCUSSION

King County requires an updated ILA when there is a change in the Lead city. An updated ILA has been created by SeaTac, the new Lead city, for all ILA partners to sign. Once signed by all four partner cities, King County will execute the 2021 contract with the city of SeaTac who will be responsible for providing fiscal oversight, technical assistance, and quarterly reporting on behalf of the four ILA cities.

FINANCIAL IMPACT

There is no financial implication for transferring from one lead City to another. When CDBG funds are awarded annually, the application is written so that funds are divided and shared equally with each city.

RECOMMENDATION

Staff is asking Council to forward this item to the June 6, 2022, Regular Council meeting for the Consent agenda.

ATTACHMENTS

City of SeaTac Interlocal Agreement.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC, DES
MOINES, COVINGTON, AND THE CITY OF TUKWILA FOR
PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR
HOME REPAIR PROGRAM**

THIS INTERLOCAL AGREEMENT (“Interlocal”) is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, by the City of Covington (“Covington”), the City of Des Moines (“Des Moines”), the City of SeaTac (“SeaTac”), and the City of Tukwila (“Tukwila”), hereinafter referred to as “City” or “Cities,” to provide for planning, funding, and implementation of a minor home repair program.

WHEREAS, the Cities engage in activities which support human service providers in King County; and

WHEREAS, the Cities wish to make the most efficient use of their resources by cooperating to provide funding to support human service providers in south King County; and

WHEREAS, through the Interlocal Cooperation Act, Chapter 39.34 RCW, the Cities have the authority to engage in cooperative efforts that will result in more efficient use of government resources;

WHEREAS, the Cities are signatories to a preceding interlocal agreement for the planning, funding, and implementation of a joint minor home repair program dated February 29, 2012 (the “Former Agreement”);

NOW, THEREFORE, and in consideration of the terms, conditions, and performances made herein, it is agreed as follows:

1. Purpose. The purpose of this Interlocal is to set up a cooperative arrangement between the Cities to consolidate the funding process and implementation of a minor home repair program. This Interlocal will increase the efficiency of administering the program while decreasing administrative costs.

2. Responsibilities.

A. SeaTac’s Duties.

1) Contract and act as the fiscal and administrative agent with King County for the implementation of a Community Development Block Grant for a minor home repair program for Covington, Des Moines, SeaTac and Tukwila.

2) Maintain required documentation and prepare required reports for King County consistent with the County’s requirements regarding the use of Community Development Block Grant funds.

3) Maintain accounts and records that properly reflect transactions related to this Interlocal.

4) Responsible for reimbursing participating cities and submitting required paperwork to King County.

5) Responsible for the implementation of the minor home repair program within SeaTac in accordance with terms specified in the Block Grant contract between SeaTac and King County.

6) Review and pay invoices for any services performed in SeaTac pursuant to this Interlocal.

7) Reimburse Tukwila, Covington, and Des Moines on an as received basis for any invoices received pursuant to this Interlocal.

B. Tukwila's Duties

1) Responsible for the implementation of the minor home repair program within Tukwila in accordance with terms specified in the Block Grant contract between SeaTac and King County.

2) Review and pay invoices for any services performed in Tukwila pursuant to this Interlocal.

3) Remit invoices to SeaTac for reimbursement.

C. Des Moines' Duties

1) Responsible for the implementation of the minor home repair program within Des Moines in accordance with terms specified in the Block Grant contract between SeaTac and King County.

2) Review and pay invoices for any services performed in Des Moines pursuant to this Interlocal.

3) Remit invoices to SeaTac for reimbursement.

D. Covington's Duties

1) Responsible for the implementation of the minor home repair program within Covington in accordance with terms specified in the Block Grant contract between SeaTac and King County.

2) Review and pay invoices for any services performed in Covington pursuant to this Interlocal.

3) Remit invoices to SeaTac for reimbursement.

E. Cities' Joint Duties

1) Subcontract with an agency/contractors that will perform qualified home repairs in Tukwila, SeaTac, Covington, and Des Moines in accordance with King County's Block Grant program and applicable city policies.

2) No City shall use more funds than have been annually allocated to it by King County for a minor home repair program. However, if a City is unable to spend its portion of the funds by the 3rd quarter of the year for which the funds were allocated, the Cities may mutually agree to shift those funds to another City that has an on-going demand for minor home repair. Fund allocation shall be as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. Exhibit A shall be amended annually and all subsequent amended Exhibit As shall automatically supersede the prior Exhibit A and be fully incorporated herein upon distribution of each amended Exhibit A to all of the Cities by the administrative agent.

3) Abide by additional requirements outlined in the agreement between SeaTac and King County for a minor home repair program, which is attached hereto as Exhibit II and incorporated herein by this reference. Exhibit II shall be amended annually and all subsequent amended Exhibit Bs shall automatically supersede the prior Exhibit B and be fully incorporated herein upon distribution of each amended Exhibit II to all of the Cities by the administrative agent.

4) The Cities agree to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract: "Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

5) Duration. This Interlocal shall become effective when it is approved by the Cities and shall remain in effect on an ongoing basis so long as funds are available for the minor home repair program.

6) Termination. Any City may terminate this Interlocal without cause by giving the other Cities a thirty-day written notice. The terminating City shall remain fully responsible for meeting its funding responsibilities to date up to the point of termination and other obligations established by this Interlocal through the end of the calendar year in which such notice is given. The administrative agent is authorized to terminate the participation of any City that does not fulfill its obligations as set forth in this Agreement. Written notice of such termination shall be mailed to each City and shall become effective upon said mailing.

7) Notices. Notices to the Cities shall be sent to the following persons:

City	Contact
SeaTac	Human Services Coordinator, Kim Cooper 4800 S. 188 th Street, SeaTac, WA 98188 206-973-4815; kcooper@ci.seatac.wa.us
Des Moines	Tina Hickey 21630 11 th Ave S, Suite D Des Moines, WA 98198-6398 206-870-6558; Thickey@desmoineswa.gov
Covington	Personnel Division/Human Services, Julie Johnston 16720 SE 271 st Street, Ste. 100 Covington, WA 98042 253-480-2411; jjohnston@covingtonwa.gov
Tukwila	Human Services Program Coordinator, Stacy Hansen 6200 Southcenter Blvd, Tukwila, WA 98188 206-433-7180; Stacy.Hansen@tukwilaWA.gov

8) Indemnification. Each City agrees to indemnify the other City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs arising out of claims by third parties for breach of contract, property damage, and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Interlocal.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9) Insurance. Each City shall procure and maintain in full force throughout the duration of the Interlocal comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self-insurance shall provide coverage equal to or greater than that required of non-self insurance pool member Cities.

10) Applicable Law; Venue; Attorney's Fees. This Interlocal shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Interlocal, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

11) Counterparts. This document may be executed in any number of counterparts, each of which shall be considered an original.

12) Amendment or Modification. This Interlocal may be amended or modified in writing with the mutual consent of the Cities. Amendments or modifications to this Interlocal shall not require the approval of the Cities' legislative bodies.

13) Former Agreement Terminated and Superseded. The Former Agreement between the Cities is hereby terminated and superseded by this Interlocal.

IN WITNESS WHEREOF, the undersigned have entered into this Interlocal as of this 27 day of April, 2022.

CITY OF SEATAC

By: Carl Cole
Carl Cole, City Manager

Date: 05/01/2022

Attest: _____
[Printed Name]
Title: _____

Approved As To Form:

Mary Mirante Bartolo
Mary Mirante Bartolo, City Attorney

CITY OF TUKWILA

By: _____
Allan Ekberg, Mayor

Date: _____

Attest: _____
[Printed Name]
Title: _____

Approved As To Form:

City Attorney

CITY OF DES MOINES

By: _____
Michael Matthias, City Manager

Date: _____

Attest: _____
[Printed Name]
Title: _____

Approved As To Form:

Mathew Hutchins, Assistant City Attorney

By: _____
Regan Bolli, City Manager

Date: _____

Attest: _____
[Printed Name]
Title: _____

Approved As To Form:

Kathy Hardy, City Attorney

CITY OF COVINGTON



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee
FROM: Jay C. Wittwer, Fire Chief
Norm Golden, Deputy Chief
BY: Jay C. Wittwer, Fire Chief
CC: Allan Ekberg, Mayor, David Cline, City Administrator
DATE: 05/23/2022
SUBJECT: 2022 Fire Department 1st Qrt report

CURRENT STATUS

The Fire Department provides an quarterly reports each year that addresses the activities of the department and service given to the community. This report is being presented to the City Council for feedback before the report is released to the community.

DISCUSSION

These quarterly reports have been provided since 2018. The information provided allows the community to understand the services provided and allows the policy makers to realize the outcomes of this valuable emergency service to the community.

FINANCIAL IMPACT

No direct financial impacts are realized from this report. This report is provided as information only.

RECOMMENDATIONS

The City Administration and City Staff are recommending that this report is to be shared with all city councilmembers and released to the community.

ATTACHMENTS

1. Power Point presentation: 2022 FD 1st Qrt Report



Tukwila Fire Department

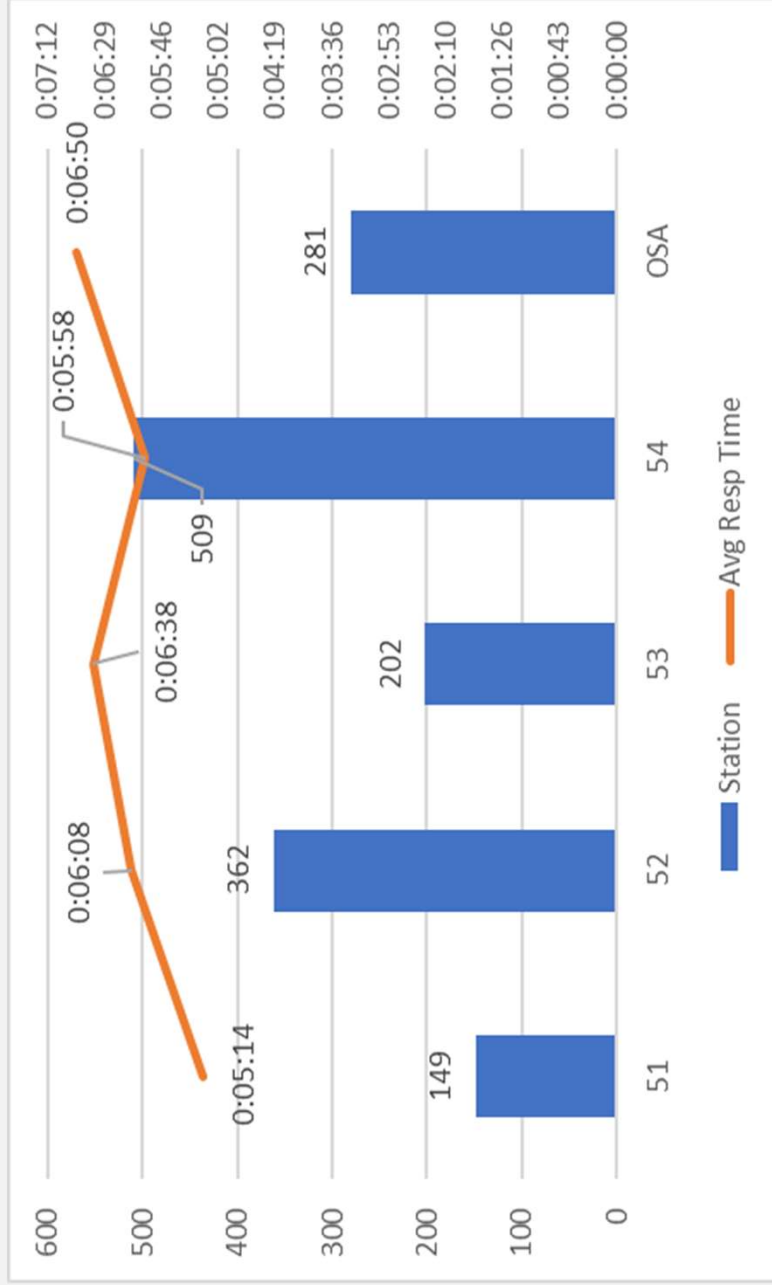
2022 / 1st Quarter Report

Contents

- Call Volume & Average Response Times
- Response Type
- Apparatus' Call Volume
- Response Times by Station for EMS and Fire
- COVID19 Highlights
- Administration
- Fire Marshal's Office
- Operations
- Overtime Usage – Minimum Staffing, FMO, Meetings, Trainings
- Support Services
- Goals for the year
- Awards and Promotions



1st Quarter 2022: Call Volume & Average Response Times



Q1 2022

Station	# Calls	Avg Resp Time
51	149	0:05:14
52	362	0:06:08
53	202	0:06:38
54	509	0:05:58
OSA	281	0:06:50
	1,503	0:06:02

"Response Time" is defined as the time between when the FD is dispatched and when the unit arrived on scene. Does not include incidents with TFD units canceled en route.

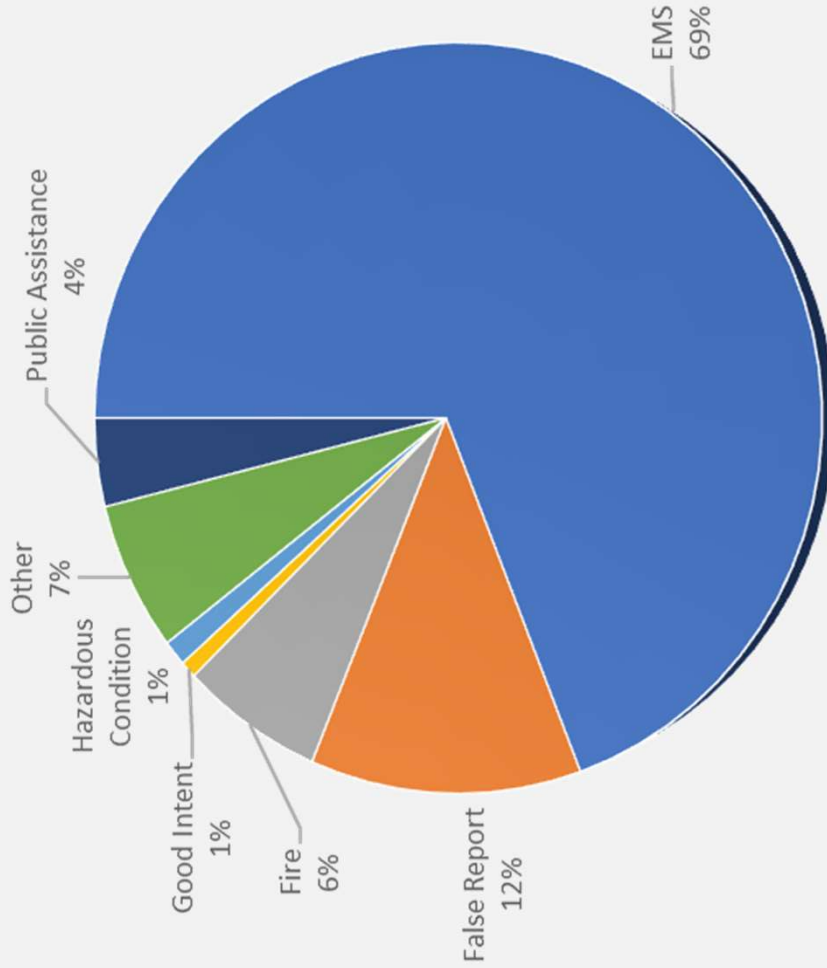
Response Type



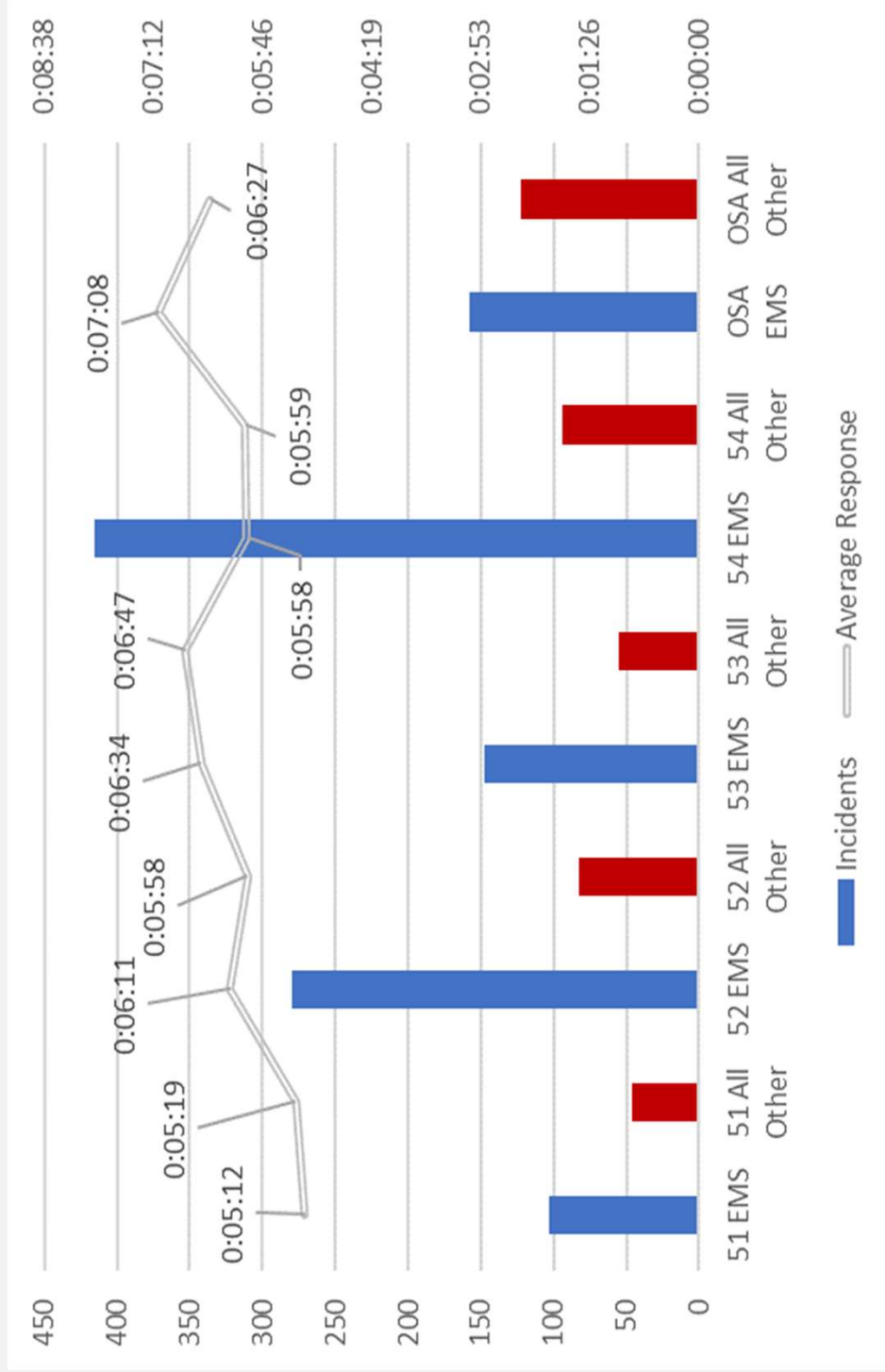
Q1 2022 Response Breakdown

	# Responses	% of Total
EMS	1,106	69%
False Report	193	12%
Fire	104	6%
Good Intent	12	1%
Hazardous Condition	18	1%
Other	106	7%
Public Assistance	63	4%
	<hr/> 1,602	

Includes all dispatched calls



1st Qtr 2022: Response Times by Area - EMS & All Other



Incidents by Area

Rev Station	EMS	All Other
51	103	46
52	280	82
53	147	55
54	415	94
OSA	158	123
	1,103	400

Avg Response Time by Area

Rev Station	EMS	All Other
51	0:05:12	0:05:19
52	0:06:11	0:05:58
53	0:06:34	0:06:47
54	0:05:58	0:05:59
OSA	0:07:08	0:06:27
	0:06:12	0:06:09

Page only includes incidents with TFD units arriving onscene

COVID₁₉ Highlights



Total TFD Call Volume in Q1'22 represented an increase of 14% compared to Q1'21.

While Q1'22 had 199 more calls than Q1'21, the make-up of the totals was different. EMS calls rose by 148, Fire calls rose by 50, and Service calls went up 9.

Also worth noting: TFD responded to 54% (+104) more calls outside our jurisdiction in Q1 this year compared to last year.

% Change in Call Volume ('22/'21)

Change in Total Call Volume

Area	Jan	Feb	Mar	Q1
51	-44%	2%	-6%	-23%
52	100%	32%	-16%	26%
53	41%	-8%	-8%	7%
54	34%	1%	-3%	9%
OSA	95%	90%	6%	54%
All	36%	16%	-6%	14%

Change in EMS Call Volume

Area	Jan	Feb	Mar	Q1
51	-43%	-18%	31%	-21%
52	126%	46%	-13%	36%
53	56%	-8%	-21%	5%
54	34%	-1%	-6%	8%
OSA	88%	155%	-8%	55%
All	41%	16%	-8%	14%

Change in Fire Call Volume

Area	Jan	Feb	Mar	Q1
51	-63%	133%	-35%	-28%
52	56%	-5%	-21%	4%
53	-25%	71%	114%	30%
54	73%	3%	13%	22%
OSA	106%	39%	30%	53%
All	23%	25%	7%	18%

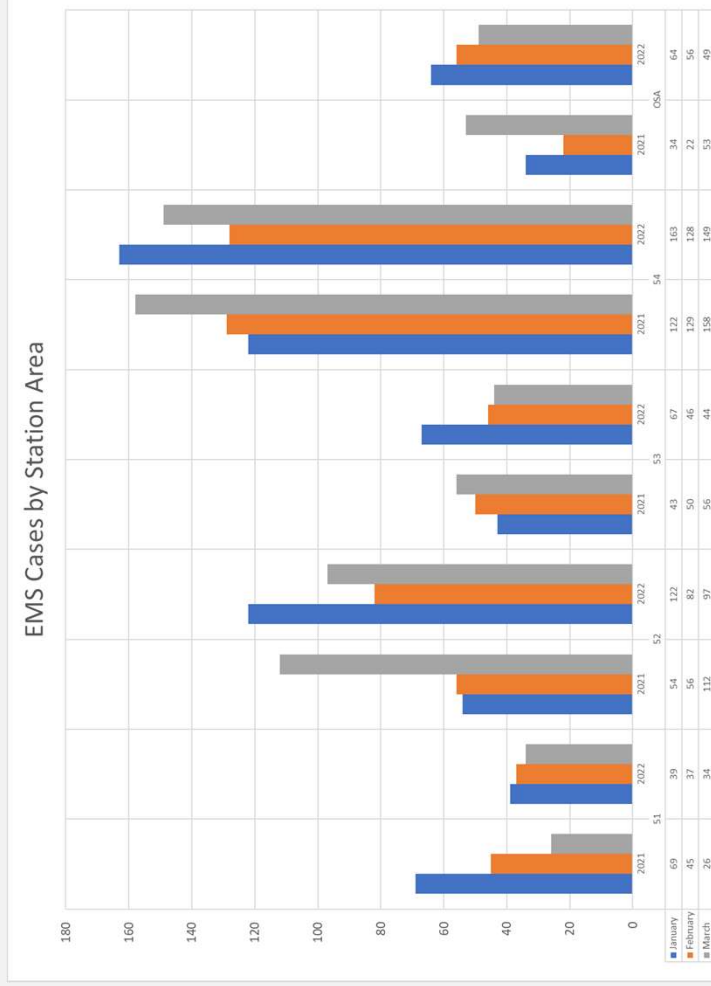
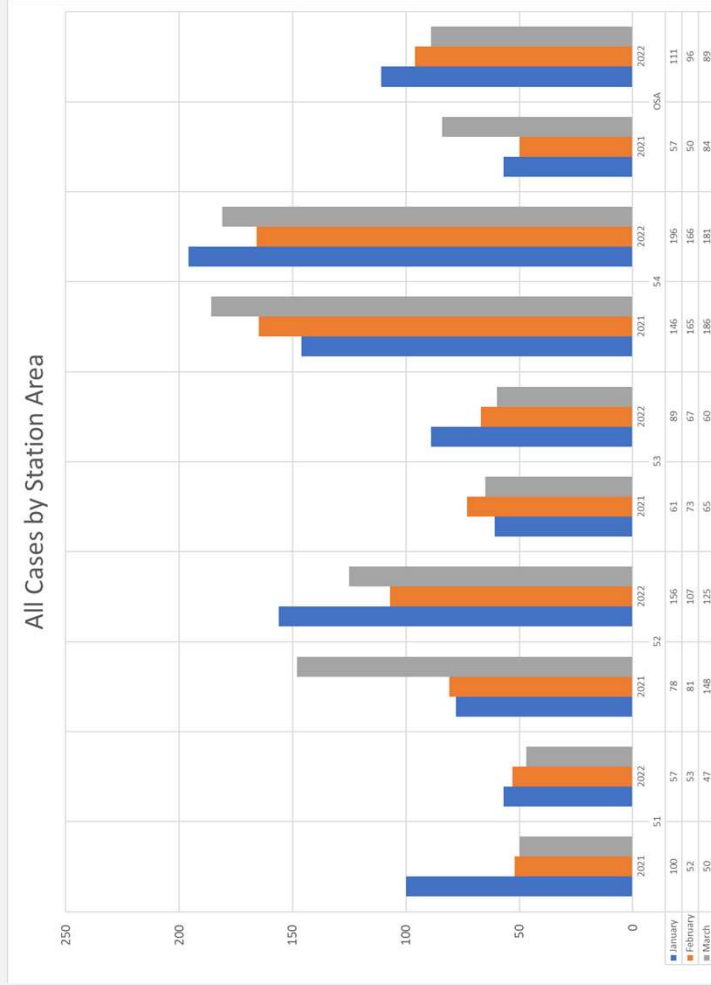
Change in Service Call Volume

Area	Jan	Feb	Mar	Q1
51	29%	100%	-71%	-13%
52	0%	33%	-29%	-6%
53	900%	-44%	-50%	5%
54	-22%	14%	25%	0%
OSA	233%	75%	25%	100%
All	62%	-3%	-25%	11%

COVID19 Highlights



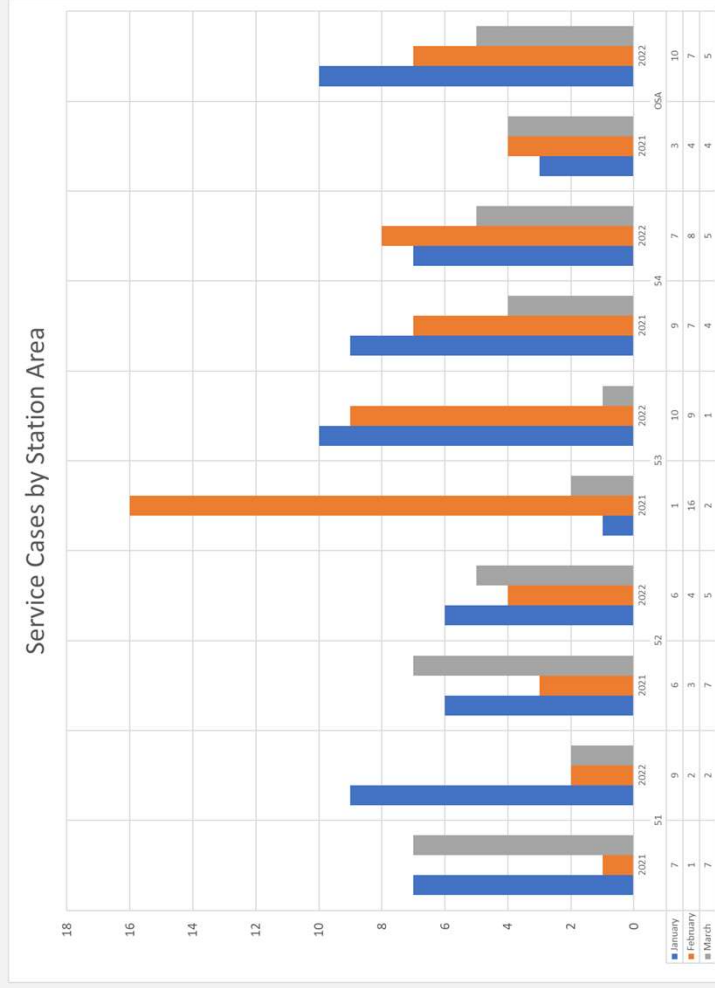
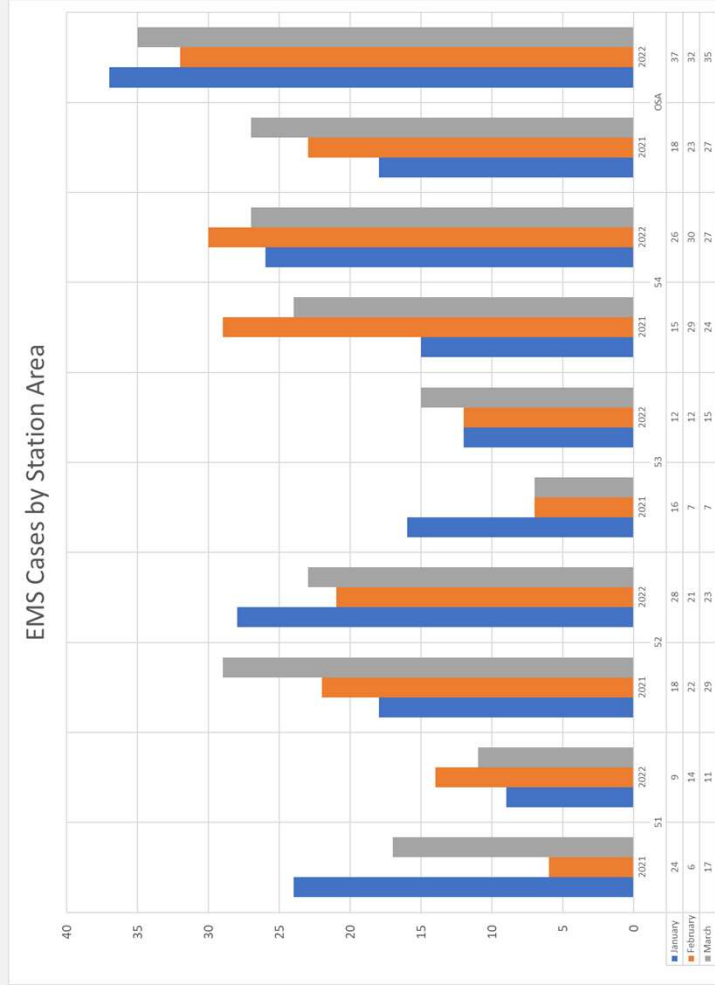
Break down of Total and EMS cases by Fire Station area for the first quarter of 2022 and 2021



COVID19 Highlights



Break down of Fire and Service cases by Fire Station area the first quarter of 2022 and 2021



Administration

Public Safety Bond Update:

Apparatus: ~ 1 Aid Unit delivered and in service (Aid 354)

Stations: ~ Stn 51 & 52: Continued updates

Policies:

- * Completing review and updating of Fire Department Policies
- * Fire Fighter's Union, assisting with formatting.

Strategic Plan:

- * Updating 2016 Edition; for 2022-2026, on hold for process below.

Financial Sustainability Plan:

- * Current process with Fire / EMS Advisory Task Force to develop report and recommendation for City Council.
- * Fire / EMS Advisory Task Force – held six meetings in Q1.



L354B crew attended training in new Aid Unit with Life Flight

Administration



Staffing Software:

- Telestaff Integration w/ongoing updated PA codes, working with Finance Department ensure compliance with new software.
- New Finance software in place (Central Square) – City wide

Regional Service:

- Valley Comm Finance Committee
- Training Consortium Governance Member
- King County Fire Chiefs' Finance Oversight Committee
- King County Fire Chiefs' Education Committee
- FDCARES/EMS work groups – part of Task Force process
- Zone 3 Public Information Officer Program Member

Revenue Sources:

- EFR HazMat & Vehicle Incident Responses
- EMS Service Contracts - TriMed Ambulance
- False Alarm Billing

Fire Marshal's Office

Office staff includes:

Battalion Chief Andy Nevens, Fire Marshal
Captain Patrick Smith, Deputy Fire Marshal
Captain Aaron Johnson, Deputy Fire Marshal
Tammy Sunderlin, Fire Administration Technician



Tammy Sunderlin joined the FMO as a full-time employee in Q1.

1st Quarter Data Points:

Fire Plan Reviews (includes 2021 backlog)	255
Addressing Projects	9
Fire Investigation Cases (New)	6
Fire Permit Inspections	146
Fire Code Enforcement Cases	29
Public Record Requests	64
Operational Permits Inspections Conducted	0
Life Safety Inspections Conducted	1
Revenue generated (permits, fees, Brycer)	\$81,263 *

* Backlog from 2021 contributed to higher revenue



Operations



Covid-19 Response:

PPE –

New N95 face masks tested and placed in service.

Training –

Updates completed in Qrt 1. 100% complaint with Training Consortium curriculum.

Vaccinations –

(MVT) Mobile Vaccination Team in place, no actions required in Q1.

Trainings Attended:

- Pump Academy
- JATC
- Driver Training
- Swift Water Training
- Boat Operator

New Hires in Academy:

- January 2022 - Six new Employees in Academy /
- June 2022 graduation

Mentorship Program Staffing Adjustments

Overtime Usage – Minimum Staffing



First Quarter Overtime Comparison - Q1'21 vs Q1'22

Overtime Type	1Q 2021	1Q 2022	\$ Change	% Change	% '22 Q1 OT
Minimum Staffing	\$47,936	\$252,868	\$204,931	428%	73%
Billable	\$124,039	\$36,929	-\$87,110	-70%	11%
Training	\$21,919	\$22,686	\$767	3%	7%
Fire Prevention/Invest	\$21,918	\$13,213	-\$8,705	-40%	4%
Other	\$5,697	\$5,276	-\$421	-7%	2%
Incident Related	\$2,035	\$4,993	\$2,958	145%	1%
Special Assignment	\$3,931	\$4,554	\$623	16%	1%
Meetings	\$2,877	\$4,277	\$1,400	49%	1%
Equipment Test/Maint	\$687	\$1,791	\$1,104	161%	1%
Public Safety Bond	\$6,371	\$202	-\$6,169	-97%	0%
City/Public Event	\$1,084	\$63	-\$1,021	-94%	0%
Total	\$238,494	\$346,851	\$108,357	45%	

*

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* Minimum Staffing changed from 12 to 13 on April 1, 2021

** Billable overtime reductions in COVID response and Mall Antenna Stand by

Support Services



New Battalion Chief assigned to Support Services: During the first quarter of 2022 the transition took place. Battalion Chief (BC) Jason Konieczka was transferred to a 24 hour shift as BC on A shift. Newley promoted BC Josh Kelch took over the Support Services Division. Two Captains assigned to the training consortium report to BC Kelch.

COVID-19: The 2020 policies for COVID-19 continued into the 1st qrt of 2022. A few fire department employees now work from home two or three days a week, with only essential employees reporting to work full time. Those do report to work sites take precautions as necessary, with temperature checks and rapid test before they depart their homes. Social distance practices are still in place.

Social Media/PIO: Tukwila is one of 6 departments in Zone 3 (South King County) that take part in a PIO (Public Information Officer) response team. Tukwila's PIO shares in the 24-hour coverage large emergencies when information is requested or needs to be shared with the public through social media or more traditional means. Three-day rotations take place for each of the partner agencies.

New Fire Stations: Continued adjustments for two new fire stations that opened between Sept 2020 and Feb 2021 has been one of the main duties of Support Services. Working close with the design team and the contractors to ensure that these fire stations are meeting the needs of the community and the employees is a primary mission for this division.

Goals For The Year



1. Financial Sustainability process, working with the Community Services and Safety Committee, Community EMS/FIRE Task Force, including City Council.
2. Updates and reports regarding progress of #1 and Departmental information.
3. Leadership Training for all Captains and Battalion Chiefs.
4. Continued Training and required certifications for personnel, Blue Card Command, State mandated and approved disciplines.
5. Additional revenues.
6. To remain within the 2022 adopted budget

Promotions & Awards



Battalion Chief Josh Kelch



Captain Cathy Browning

Employee of the Quarter: Cory Murrell



Awards



FF Matt Czuleger –
Letter of Commendation



FF Chuck Wooley-
Letter of Commendation



FF Brian Willis –
Distinguished Service Commendations



Captain O'Brien, FF Evans, FF Hartjoy
Valorous Unit Citation



FF Rasmussen, FF MacMillan, FF Doctor, Captain Berg
Meritorious Unit Citation



Captain Perry, FF Rookstool, Captain Johnson, FF Kim, FF Whitcutt-
Meritorious Unit Citation



FF Matt Houchens & Family –
Meritorious Unit Citation



