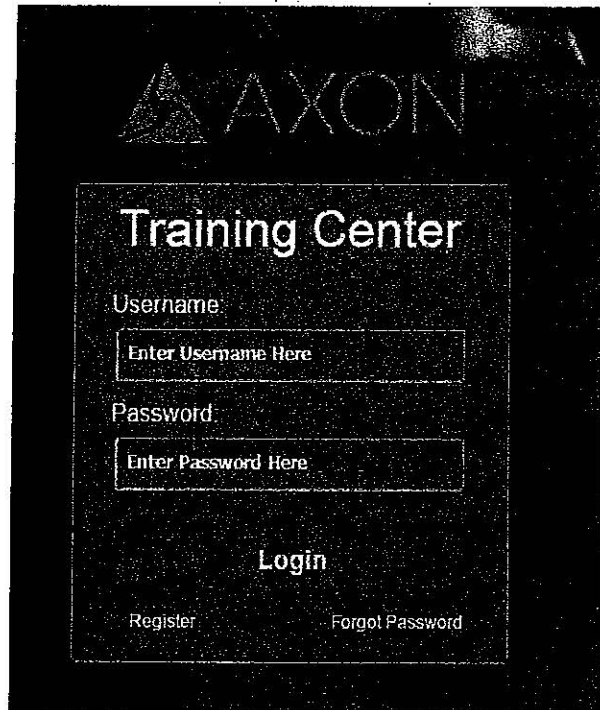


## Post-Implementation Training

TASER offers several options for officers and command staff to participate in ongoing training, user conferences and user groups.

### Axon Academy

Axon Academy is a learning management system and centralized place for customer training. Axon Academy is made up of three components: training library, virtual training classes, and formal certification programs. The training library consists of approximately 50-60 videos and job aids. The virtual classes are organized into three different levels of learning: Getting Started, Digital Evidence Management Series, and Effective Strategies for Using the Advanced Capabilities of Evidence.com (e.g., reporting). And the formal, e-learning certification programs will include novice-to-expert learning programs for Axon Administrators and Axon Certified Trainers.



Please see the following documentation related to Axon Academy, included as Appendix M and Appendix N.

### **Voice of the Customer Outreach**

TASER conducts Voice of Customer (VOC) activities throughout each year. Most are regional events where Product Managers interact directly with customers for feedback on existing products and desired new features. We also have a standing Customer Advisory Board (CAB) consisting of a variety of customer role representatives from large, medium and small customer agencies, including agency heads and Axon project managers. The Board meets twice per year for briefings and feedback on roadmap hardware and software initiatives.

An additional pool of 2,000 customer agencies is surveyed frequently, with priority given to larger Major City Chiefs agencies. Priority is weighted based on customer need, complexity of feature, and development time.

### **Software and Firmware Updates**

TASER releases software patches on both a scheduled and nonscheduled basis as required. Updates to firmware supporting Axon cameras and Axon Docks are "pushed" from the internet to the local devices through the Axon Docks without the need for Agency interaction.

Evidence.com software upgrades are handled in a similar way. TASER will release a software update to Evidence.com during a period of low traffic usage. Software upgrades are "pushed" to Evidence.com and are immediately available to you as soon as you log on, eliminating the need to perform manual software updates. The Evidence.com operations team at TASER applies these upgrades remotely, eliminating any worries about properly integrating or updating your systems. The latest product features and enhancements are included as part of your investment in Evidence.com. Evidence.com software is updated regularly throughout the year, and these updates, patches and fixes are included in the price of your software licenses.

### **Release Notes and Documentation**

A detailed email is sent to system administrators when new releases, updates or upgrades are made to Evidence.com, Evidence Sync or Axon hardware.

The Release Notes page in Evidence.com displays links to the release notes containing a summary of features and enhancements for the current and previous releases.

The Dock uploads one file from one camera at a time, then moves on to the next file on that camera. Once the first camera's files have all been transported to Evidence.com, the Dock begins uploading the next camera's files.

The block upload process is repeated until the entire MP4 is transferred. Using the same method that was used to validate the blocks, a contiguous checksum of the entire file will be evaluated to ensure that the MP4 file has been uploaded successfully and identical to when it was recorded. Once Evidence.com confirms receipt, the video is deleted from the camera and the upload process moves to the next file. The Axon Dock utilizes a USB2 connection.

#### **Wi-Fi Offload**

The Axon Body 2 and Axon Flex 2 are equipped with Wi-Fi 802.11n at 5 GHz and 2.4 GHz. In 2017, this connectivity will be enhanced to enable the Axon Body 2 and Axon Flex 2 to automatically offload videos when pre-configured Wi-Fi network are available.

- **Supported integration system for the backup of data (including video and database with audit logs) for data integrity in the event of corruption or malware.**

Evidence.com is a turnkey digital evidence management solution, so it acts as a single repository for all your digital evidence. Evidence data is hashed (SHA) to ensure a robust chain of custody. Original evidence data is never changed. All modifications are handled by creating new, derivative files. Detailed audit logs track all evidence access.

Axon cameras are uploaded through Axon Docks, which do not have any local storage capacity. The docks will instruct the body-worn cameras to delete a file only after it has been securely stored and verified (by computing checksums) in the cloud ensuring storage is centralized in Evidence.com. Additionally, the APD can utilize Evidence.com to store and manage data from body-worn camera devices already in field or any other form of digital evidence.

#### **Data Center Replication**

Evidence data is replicated synchronously across distributed data storage environments. Application data and supporting backups are taken on a daily and weekly basis. Daily backups are retained for at least 7 days and weekly backups are retained for at least 4 weeks.

## Benefits of the Cloud

Evidence.com utilizes cloud architecture to provide highly available, redundant storage with no limit to storage capacity. The cloud eliminates the hassle of managing expensive proprietary storage arrays by providing the world's best practices for digital evidence management for a low monthly cost. The many benefits of the platform are outlined below.

With Evidence.com, police agencies gain all the benefits of a cloud platform – scalability, data fail safes, accessibility, and automatic updates – without sacrificing security or breaking chain of custody. Evidence.com encrypts data both in transit and at rest, backs up data in multiple, geographically separate locations, and complies with industry best protocols for digital evidence.

- **Instantly Scale** - Computing power and storage scale automatically, unlike local solutions that require agencies to predict storage demands ahead of time wasting money and resources to maintain storage for future growth.
- **Instantly Share** – Cloud hosted evidence can be easily and securely shared with stakeholder (prosecutor's, partner agencies, etc.) through the internet instead of requiring manual processes.
- **Instantly Upgrade** - As a true SaaS offering, Evidence.com is continuously being improved with new features. TASER releases upgrades on a monthly cadence ensuring your solution is offering the latest functionality and security. Upgrades are pushed automatically with no work or additional cost from your agency.
- **Security guaranteed** – Security is constantly maintained, reviewed, and upgraded leveraging the intense investments and resources of TASER and Microsoft to ensure compliance with the world's most rigorous standards.
- **No single point of failure** – Robust and automated disaster recovery and multiple geographically separate storage locations ensure your evidence will always be available, local solutions are fragile if a single location loses power the entire system is unavailable.
- **Accessibility** – Evidence.com is accessible from any device with an internet connection and standard browser subject to IP restrictions dictated by the agency. This offers ultimate flexibility to users.

A User can also access a file on Evidence.com, download the file, and then burn or copy the file to CD, DVD or a flash/USB drive.

### **Bulk Share by Unauthenticated Download Link**

Bulk sharing enables the agency to share more than one evidence file at a time. Sharing by download link makes the shared evidence available through a web link, or URL, for downloading a ZIP file of the evidence from Evidence.com—without requiring the person downloading the evidence to sign in to Evidence.com.

### **Bulk Share Evidence by Authenticated Sharing**

Bulk sharing enables the agency to share more than one evidence file at a time. Authenticated sharing enables you to share evidence with other users of Evidence.com. The agency should use authenticated sharing when it is required that evidence is available only to users who sign in to Evidence.com. The agency can control whether users with whom evidence is shared can view the evidence, download the evidence, view the audit trail of evidence, and share the evidence with others. Bulk sharing evidence grants each user the same permissions to the shared evidence. If the agency needs to grant different permissions to different users, this procedure is performed once for each set of users granted the same permissions. These permissions can be revoked at any time based on a certain time limit the agency sets or through a manual revoking of the permissions granted.

## **Receiving Shared Cases from Partner Agencies**

The APD can enable a group to receive cases shared by partner agencies. When a partner agency shares a case, they can send it to groups permitted to receive shared cases. All members of the group receive a message notifying them of the invitation to receive the shared evidence.

The user who accepts the case shared with the group becomes the owner of the evidence. While accepting the case, the user can add or remove evidence access for other group members. A group that is monitoring a group that receives a shared case from a partner agency can view the evidence of the shared case.

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The following table provides information about each permission supported by Evidence.com.

Permissions Supported by Evidence.com	Description
<b>Login Access</b>	
<b>Evidence.com</b>	Allows a user to log in to their agency's Evidence.com agency.
<b>Evidence Sync</b>	Allows a user to log in to Evidence Sync in Online mode.
<b>Evidence Mobile</b>	Allows a user to log in to the Axon Capture or Evidence Mobile application.
<b>User Account</b>	
<b>Edit Account Information</b>	Allows a user to change their own account information, including their Name, Badge ID, Phone, Email Address, Password, Security Questions, or Email Settings. If you change the User Administration permission to Allowed, this permission is automatically set to Allowed.
<b>View &amp; Compose User Messages</b>	Allows a user to read and send messages to other users.
<b>Download Sync Software</b>	Allows a user to download Sync software from their Evidence.com agency.
<b>Create/Edit Group</b>	Allows a user to create a group, and edit its monitors and members.
<b>Group Audit Trail PDF</b>	Allows a user to view an audit trail of the activities related to a group.
<b>Admin Access</b>	
<b>Configure Agency Security Settings</b>	Allows a user to edit the agency's IP Restrictions, authentication method, password configurations, and partner agencies.
<b>Edit Agency Settings</b>	Allows a user to configure agency wide settings including Categories and Retention, Video and Camera Settings, Roles and Permissions, and Password Configuration requirements.
<b>Edit Device Offline &amp; Microphone Settings</b>	Allows a user to configure the agency-wide settings for the Axon cameras default Microphone Setting and whether or not they can be turned to Offline Mode.
<b>Device Administration</b>	Allows a user to reassign all agency devices, change their settings, and upload any CEW logs.

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Permissions Supported by Evidence.com	Description
<b>View CEW Firing Logs</b>	Allows a user to view weapon firing logs.
<b>Edit</b>	Allows a user to change the Title, ID, Flag, Assignment, Category, Tags and Location.
<b>Add/Remove Pending Review Category</b>	Allows a user to add or remove the Pending Review Category from a piece of Evidence.
<b>Redact</b>	Allows a user to create redactions of video evidence files. This does not alter the original video in any way.
<b>Reassign</b>	Allows a user to change the owner of an evidence file.
<b>Delete Evidence &amp; Edit Date Recorded</b>	Allows a user to manually initiate the deletion of Evidence before its Category determined date.
<b>Download</b>	Allows a user to download Evidence.
<b>Share</b>	Allows a user to allow other users to have access to Evidence.
<b>Share Externally to Authenticated Users</b>	Allows users to provide individuals outside of your agency with access to evidence. These external users are required to sign in to their Evidence.com account to view the shared evidence, and their actions are shown in your agency's audit logs. If they do not have an Evidence.com account, they can create a free guest account on my.evidence.com.
<b>Share External Download Links</b>	Allows users to send an email containing a download link to individuals outside of your agency. This link does not require the recipient to sign in to an Evidence.com account or even to have an Evidence.com account. Only the apparent IP address of the computer downloading the file appears in your agency's audit logs.
<b>Post Notes</b>	Allows a user to write messages associated with Evidence.
<b>Audit Trail PDF</b>	Allows a user to view and download the record of who has Viewed or Edited Evidence.
<b>Restricted Category Access</b>	Allows a user to access Evidence that has been categorized as Restricted Access.
<b>Case Management</b>	
<b>View</b>	Allows a user to access a Case
<b>Edit</b>	Allows a user to Edit Case ID, Description, Categories, Tags, and Folder Structure.

Permissions Supported by Evidence.com	Description
<b>Audit Trail PDF</b>	Allows users to view and download the record of who has Viewed or Edited a Case that has been shared with them.
<b>Email Notification Preferences</b>	
<b>Account Lockout Notification</b>	Determines whether or not a user will receive Account Lockout Notifications when any user in the agency is locked out.
<b>Upcoming Evidence Deletion Notification</b>	Determines whether or not a user will receive weekly notifications of any upcoming evidence deletions in the agency.
<b>Evidence Timestamp Notification</b>	Determines whether or not a user will receive weekly notifications of evidence whose timestamp indicates it is older than 14 days.

▪ **Image and video enhancement software.**

Confirmed. For agencies, dealing with and managing a growing amount of video evidence can become cumbersome. The ability to quickly and easily convert files to viewable formats, edit files with cropping, enhancements, and maintain authenticated original pieces of evidence is critical.

In partnership with Amped Software, TASER International now offers three state-of-the-art forensic software solutions – Axon Convert, Axon Five and Axon Detect.

Axon Forensic Suite Use Cases are included as Appendix K and Appendix L.

**Axon Five**

**Process and analyze digital images and video data simply**

Axon Five is the world leader in image-processing software specifically designed for investigative, forensic and security applications. Its primary purpose is to provide forensic investigators a complete and unique solution to process and analyze digital images and video data in a simple, fast and precise way. Through processing and analyzing both still and video images, then utilizing a clear workflow to present evidence that withstands the scrutiny of the courtroom, Axon Five is the forensic investigator's trusted partner.



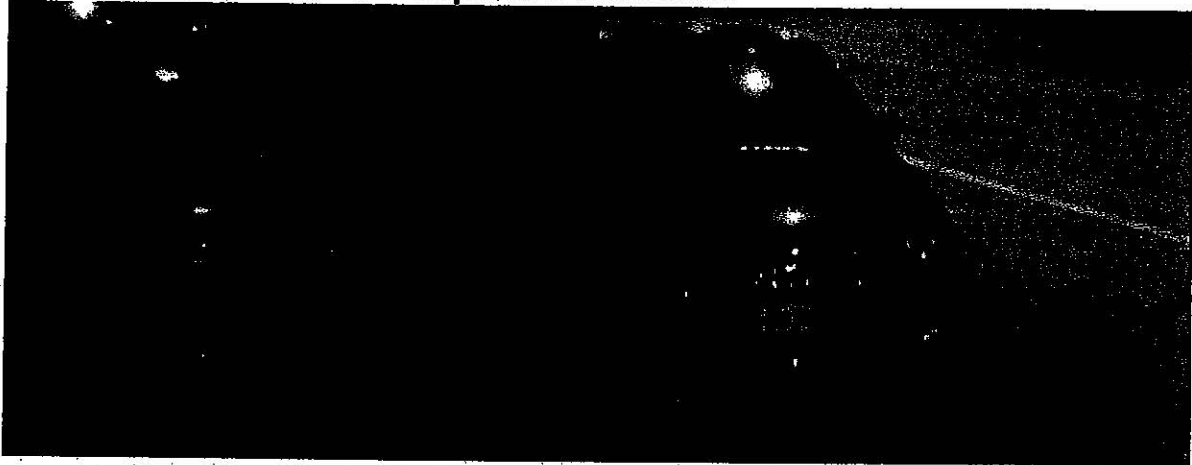
## Editing a File with Axon Five

The ability to edit a file quickly with cropping, redaction, and enhancement is crucial for law enforcement and prosecutors alike. With Axon Five, state-of-the-art forensics software gives APD critical technology, not only to redact evidence for disclosure or public records, but to enhance it to improve investigative resources. Evidence.com works seamlessly with Axon's forensic suite of products. Evidence.com maintains authenticated originals of all documents and captures complementary audit trails of the redacted/edited assets.

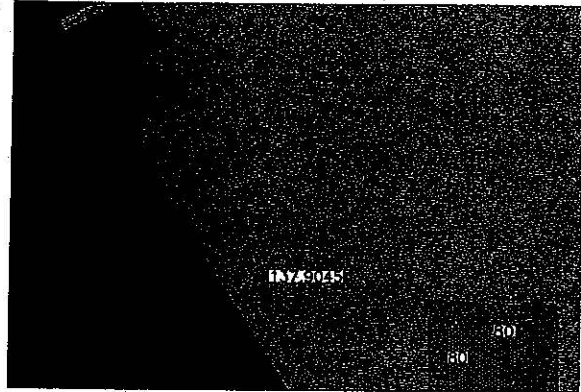
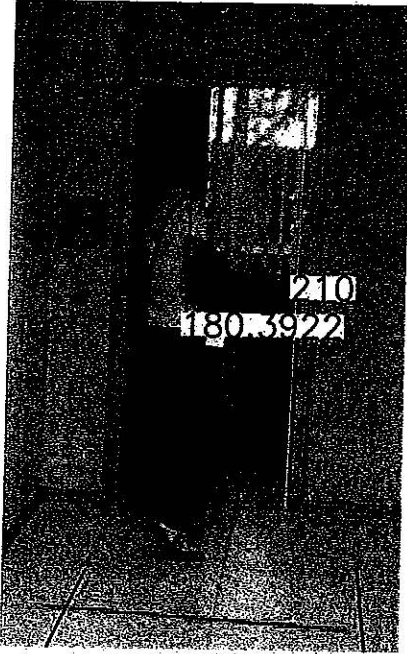
### Cropping/Clipping

Body-worn camera footage is meant to capture police interactions with citizens, and it is usually incident-specific and significant in nature. However, when an officer is sorting through surveillance footage or other types of digital evidence, he or she could be dealing with hours of video that is not relevant or specific to the case. The ability to crop out a section of video, save it, and manage it as its own piece of evidence is critical. Axon will allow a user to take only a segment of a video and manage it, while maintaining the original full file.

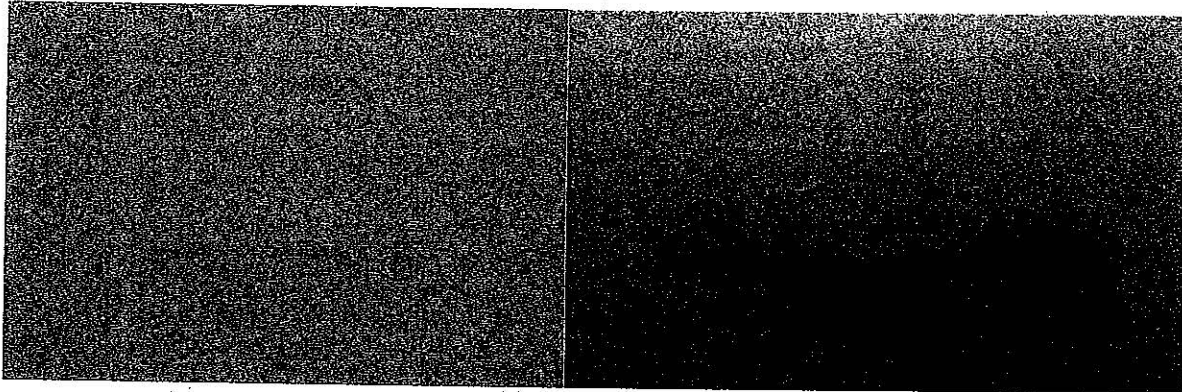
### Improve a dark scene



**Measure height of a subject -or- something in the environment**



**Enhance video feeds due to environmental conditions/ambient weather**



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<b>Video playback</b>	Advanced video playback with frame by frame navigation, adjustable frame rate and jog	✓
<b>Visualization</b>	Custom zoom on an area of the image and color space selection.	✓
<b>Supported</b>	Available in English, French, Italian, Spanish, Chinese and Polish (both software and	✓
<b>Processing Workflow</b>	Instant results: add, configure, move, and modify an unlimited number of filters, in real time even while playing video. With Five, you can apply real-time, non-destructive image adjustments that don't require re-rendering as changes are applied.	✓
<b>Samples and tutorial</b>	A rich collection of examples and video lessons to start from basics and face the most common cases.	✓
<b>Supported</b>	PC (Microsoft Windows)	<b>PC</b>
<b>Reference Manual</b>	Internal reference manuals and training tutorials.	✓
<b>Filter</b>	<b>Functional Description</b>	<b>Professional</b>
<b>LOAD</b>	Loads image and video files	✓
<b>Image Loader</b>	Loads an image from file	✓
<b>Sequence Loader</b>	Loads a list of images as video	✓
<b>Video Loader</b>	Loads a video from file	✓
<b>Milestone Client</b>	Connects to a Milestone XProtect image server for archive or live feed input	✓
<b>CAPTURE</b>	Captures images or videos from external devices	✓
<b>Image Paster</b>	Saves the image in memory for further processing	✓
<b>Video Input</b>	Live feed and FMV input from various video sources	✓
<b>WRITE</b>	Writes image and video files	✓
<b>Image Writer</b>	Writes the current image to a file	✓
<b>Sequence Writer</b>	Writes all frames as image files	✓
<b>Video Writer</b>	Writes the current video to a file.	✓
<b>Snapshot Tool</b>	Creates a snapshot of the current view or step	✓
<b>SELECT FRAMES</b>	Selects video frames	✓
<b>Single Selector</b>	Selects a single frame of the video	✓
<b>Range Selector</b>	Selects frames of the video within an interval with an optional step	✓
<b>Sparse Selector</b>	Selects a list of frames in random positions	✓
<b>Remove Duplicates</b>	Removes duplicated frames	✓
<b>Auto Selector</b>	Automatically selects similar frames (for discarding bad frames)	✓
<b>I Frames Selector</b>	Select only I frames	✓
<b>Demultiplexer</b>	Separates different scenes multiplexed in the same video	✓
<b>Motion Detection</b>	Fast seek of events in a video	✓

## **Appendix B**

### **STANDARD CONDITIONS AND TERMS**

#### **OBSERVANCE OF CITY RULES AND REGULATIONS**

The Vendor agrees that at all times its employees will observe and comply with all regulations of the City facilities, including but not limited to parking and security regulations.

#### **INDEPENDENT CONTRACTOR STATUS**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Vendor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of the Vendor or other persons engaged in the performance of any work or services required by the Vendor under this Contract shall be considered employees or subcontractors of the Vendor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under any state's Worker's Compensation Act, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Vendor.

#### **SUBCONTRACTING**

The Vendor shall provide written notice to the City and obtain the City's authorization to subcontract any work or services to be provided to the City pursuant to this Contract.

#### **ASSIGNMENT OR TRANSFER OF INTEREST**

The Vendor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Vendor shall not subcontract any services under this Contract without prior written approval of the City.

#### **INSURANCE**

Insurance secured by the Vendor shall be issued by insurance companies acceptable to the City and admitted in this state. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit, or decrease the liability of the Vendor. Any policy deductibles or retention shall be the responsibility of the Vendor. The Vendor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Vendor's interest or provide adequate coverage. Evidence of coverage is to be provided. A thirty (30) day written notice is required if the policy is canceled, not renewed, or materially changed. The Vendor shall require any of its subcontractors, if subcontracting is authorized, to comply with these provisions, or the Vendor will assume full liability of the subcontractors.

The Vendor and its subcontractors shall secure and maintain the following insurance:

- adequate workers' compensation (statutory)
- commercial liability in an amount not less than \$2,000,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$2,000,000 where

- more than one person is involved in any one accident
- property damage insurance in an amount not less than \$1,000,000.

The City must be named as additional insured for the term of the agreement.

### **INDEMNIFICATION**

The Vendor agrees to indemnify, defend, and hold harmless, the City and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by the Vendor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

### **LIMITATION OF LIABILITY**

Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, except with respect to the indemnification obligations of the Vendor; this includes liability for claims for personal injury or damage to real or personal tangible property caused by the Vendor's negligence or tortious conduct or that of its officers, employees, agents or subcontractors.

### **NON-DISCLOSURE**

The Vendor and City acknowledge that they or its employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by, or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Vendor or the City unless required by law

### **OWNERSHIP OF MATERIALS**

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Vendor.

### **INTELLECTUAL PROPERTY**

Unless the Vendor is subject to one or more of the intellectual property provisions in the paragraphs below, the City own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any "Work" created, in progress, produced or completed and paid by this Contract and created solely for the City. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work produced by the Vendor under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Vendor may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Vendor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs,

techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

### **RETENTION OF RECORDS**

The Vendor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property. Prior to destroying any records, the Vendor will give the City the opportunity to proceed.

### **SEVERABILITY**

If one or more provisions of the resultant Contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

### **CONTRACT AMENDMENTS**

No modification or amendment to the Contract shall become valid unless in writing and signed by authorized representatives of both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the City for prior review and approval.

### **NON-DISCRIMINATION**

The Vendor must abide by the applicable provisions of Section 34.03 of the Code of Ordinances of the City of Akron, Ohio as if fully rewritten herein.

### **TERMINATION**

The City may cancel this Contract for any reason without cause upon 30 days' written notice. Both the City and the Vendor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay the Vendor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by the Vendor, the City shall pay the Vendor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Vendor under this Contract shall, at the option of the City, become the property of the City, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. The Vendor will provide no less than 365 days for the City to retrieve all data stored by Vendor following termination.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Vendor. The City may, in such event, withhold payments due to the Vendor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Vendor, from asserting any other right or remedy allowed by law, equity, or by statute. The Vendor has not waived any rights or defenses in seeking any amounts withheld by the City or any damages

**Axon Enterprise, Inc.**  
Protect Life.

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax: 480-991-0791

**Mark Farrar**  
(330) 603-1875  
(330) 375-2127  
mfarrar@akronohio.gov

CE18216



**AXON**

**Quotation**

**Quote:** Q-163765-5  
**Date:** 5/1/2018 7:58 AM  
**Quote Expiration:** 5/31/2018  
**Contract Start Date\*:** 5/15/2018  
**Contract Term:** 5 years

**AX Account Number:** XXXXXXXXXX

**Bill To:**  
Akron Police Dept. - OH  
166 S High St Rm 508  
Akron, OH 44308  
US

**Ship To:**  
Mark Farrar  
Akron Police Dept. - OH  
217 S. HIGH ST.  
Akron, OH 44308  
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ron Dehne	(480) 292-3852	dehne@taser.com	Fedex - Ground	Net 30

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

Group1

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
152	11003	HANDLE, YELLOW, CLASS III, X26P				
152	85705	TASER 60 YEAR 1 PAYMENT: X26P UNLIMITED				
137	11501	HOLSTER, BLACKHAWK, RIGHT, X26P				
15	11504	HOLSTER, BLACKHAWK, LEFT, X26P				
160	70116	PPM, SIGNAL				
275	44205	Cartridge - Simulation				
100	44203	CARTRIDGE - 25' HYBRID				
23	11003	HANDLE, YELLOW, CLASS III, X26P				
23	85705	TASER 60 YEAR 1 PAYMENT: X26P UNLIMITED				
15	11501	HOLSTER, BLACKHAWK, RIGHT, X26P				
8	11504	HOLSTER, BLACKHAWK, LEFT, X26P				
23	70116	PPM, SIGNAL				
69	44205	Cartridge - Simulation				

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
46	44203	CARTRIDGE - 25' HYBRID	U			
165	88114	UCP STANDARD	U			
165	88130	UCP STANDARD - YEAR 1 PAYMENT	USD			
330	44205	Cartridge - Simulation	U			
176	44203	CARTRIDGE - 25' HYBRID	US			
165	70116	PPM, SIGNAL	US			

Group1 Total Before Discounts:	USD
Group1 Discount:	USD
Group1 Net Amount Due:	USD

FREE SPARES Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	11003	HANDLE, YELLOW, CLASS III, X26P				
2	70116	PPM, SIGNAL	U			
2	80138	TASER 60 X26P UNLIMITED	U			

FREE SPARES Total Before Discounts:	USD
FREE SPARES Discount:	USD
FREE SPARES Net Amount Due:	USD

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
152	85706	TASER 60 YEAR 2 PAYMENT: X26P UNLIMITED	USD			
23	85706	TASER 60 YEAR 2 PAYMENT: X26P UNLIMITED	USD			
165	88131	UCP STANDARD - YEAR 2 PAYMENT	USD			

Year 2 Total Before Discounts:	USD
Year 2 Discount:	USD
Year 2 Net Amount Due:	USD

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
152	85707	TASER 60 YEAR 3 PAYMENT: X26P UNLIMITED	USD			
23	85707	TASER 60 YEAR 3 PAYMENT: X26P UNLIMITED	USD			
165	88132	UCP STANDARD - YEAR 3 PAYMENT	USD			

Year 3 Total Before Discounts:	USD
Year 3 Discount:	USD
Year 3 Net Amount Due:	USD



Year 4

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
152	85708	TASER 60 YEAR 4 PAYMENT: X26P UNLIMITED	USD			
23	85708	TASER 60 YEAR 4 PAYMENT: X26P UNLIMITED	USD			
165	88133	UCP STANDARD - YEAR 4 PAYMENT	USD			
<b>Year 4 Total Before Discounts:</b>						USD
<b>Year 4 Discount:</b>						USD
<b>Year 4 Net Amount Due:</b>						USD

Year 5

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
152	85709	TASER 60 YEAR 5 PAYMENT: X26P UNLIMITED	USD			
23	85709	TASER 60 YEAR 5 PAYMENT: X26P UNLIMITED	USD			
165	88134	UCP STANDARD - YEAR 5 PAYMENT	USD			
<b>Year 5 Total Before Discounts:</b>						USD
<b>Year 5 Discount:</b>						USD
<b>Year 5 Net Amount Due:</b>						USD
<b>Grand Total</b>						USD

**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.

**TASER 60 Sales Terms and Conditions**

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <http://www.axon.com/legal>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. 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.

Send in of 23 units that are <5 years old, destruction of remaining 152 units. Additional discount reflects reduction of year 1 cartridges.

### 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:

*[Handwritten Signature]*

Date:

5-30-10

Name (Print):

Daniel Harrigan

Title:

Mayor

PO# (if needed):

Pending

Quote: Q-163765-5

Please sign and email to Ron Dehne at [dehne@taser.com](mailto:dehne@taser.com) or fax to 480-991-0791

THANK YOU FOR YOUR BUSINESS!

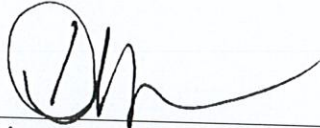
\*Protect Life® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.  
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Approved as to form and correctness

*[Handwritten Signature]*  
Director of Law *SW*  
The City of Akron

## DIRECTOR OF FINANCE CERTIFICATION

I hereby certify, that payment will be made on invoices issued to the City of Akron under this agreement, and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the City's obligation under this agreement authorized by Ordinance No. 154-2018.



\_\_\_\_\_  
Diane L. Miller-Dawson  
Director of Finance

**Must be completed by Division/Department:**

Contract not to exceed: \$ \$399,996.35

Originating Division: Police

Contact Person: Andy Carey

Phone: x2124

Banner Distribution (by year)

Year	year 1	year 2	year 3	future	<u>Total</u>
Amount (to encumber)	\$79,999.39	\$79,999.24	\$79,999.24	159,998.48	399,996.35
Fund	20030	20030	20030	20030	
Org.	130100	130100	130100	130100	
Account	70127	70127	70127	70127	
Actv.					
Locn.					

Funding Source(s)

Underlying source of payment (granting agency, Sewer Fund, etc.), expected reimbursement amounts, and timeline.

This is a Five year contract totaling 399,996.35 funded through  
20030 - 2017 Police Fire Road Income Tax funding

FUTURE \$ IS FOR YEARS 4+5, \$159,998.48 ÷ 2 = 79,999.24

**Contract Number:**

(To be completed by Accounting)

CE18216

**Date:**

6/12/18



# Public Safety

EVB/JRY

May 4, 2018

Requested by Department of Public Safety

11 - 0 5  
(Holt, Kammer Absent)

OFFERED BY: KAMMER

ORDINANCE NO. 154 - 2018 authorizing the Purchasing Agent, without the formality of publicly advertising for bids, to enter into a contract with Axon Enterprises for the purchase of Tasers and Taser related equipment; and declaring an emergency.

WHEREAS, the Taser has proven to be one of the safer and more effective tools in modern police work and its use has come to be considered part of best practices regarding use of force and is thus the best practical stun gun to purchase; and

WHEREAS, equipping patrol officers with Tasers provides them with a readily-available, less-lethal tool to further the custody and control of an individual who poses a threat to officer or public safety; and

WHEREAS, Axon Enterprises is the sole-source provider of Tasers, Taser related equipment, and maintenance ; and

WHEREAS, the purchase of additional Tasers and Taser related equipment will put the City of Akron one step closer toward the goal of issuing Tasers to all Akron patrol officers.

NOW, THEREFORE, BE IT ENACTED by the Council of the City of Akron:

Section 1. That the Purchasing Agent be, and is hereby authorized to enter into a contract or contracts with Axon Enterprises, without the formality of publicly advertising for bids, for the purchase of Tasers and Taser related equipment.

Section 2. That the Mayor, Director of Public Safety, Director of Finance, Director of Law, and other City officials, as appropriate, be and are hereby authorized to execute, certify and/or furnish other such documents and do all other actions as are necessary to establish the terms and conditions of the contract or contracts referred to in Section 1 and which are incidental to carrying out the purpose of this ordinance.

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety and welfare for the reason that these Tasers will provide Akron patrol officers with non-lethal means of subduing perpetrators, and provided this ordinance receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

Passed May 14, 2018

Kurt E. Keck  
Clerk of Council

Angelo M. Sommare  
President of Council

Approved 5/17, 2018

Don Holt  
MAYOR

**CITY OF AKRION, OHIO  
UNIFORM CITY COUNCIL REPORT**

**PART I**

Subject/Project: 5 year Axon Taser purchase agreement

Department of Origin: Police Department                      Date: April 27, 2018

Division of Origin: N/A

Fact Sheet Prepared By: Andy Carey                      Date: April 27, 2018

**FINANCIAL DATE:**

	Budeted Cost		Current Estimate of Costs	
Current City Request:	Source	Match \$	Source	Match \$
	Police department	-	Police Department	-
Total Project:	Source	Amount	Source	Amount
	R-271-2017	399,996.35	R-271-2017	399,996.35
	Income Tax Funds		Income Tax Funds	

**PART II**

**Purpose of Legislation:**

To allow the City of Akron Police Department to enter a 5 year contract with Axon for 152 Tasers.

**Impact or Objective of the Legislation:**

152 Tasers will allow officers to have a less-than-lethal alternative for conflict resolution.

**Alternative(s):**

Not purchasing 152 Tasers will take away a less-than-lethal option for 152 officers.



## Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

These TASER 60 Unlimited Terms and Conditions (**Agreement**) apply to your purchase from Axon Enterprise, Inc. (**Axon**) under TASER 60 Unlimited. TASER 60 Unlimited provides CEW hardware extended warranty coverage, CEW Products, and CEW accessories. The initial delivery, and each year thereafter, will also include 3 training cartridges. For the initial delivery of duty cartridges, X26 users will receive 2 duty cartridges, while X2 users will receive 3 duty cartridges. One PPM battery per user will be delivered to the Agency in Year 3 of this Agreement, unless otherwise requested. In the event the Agency is purchasing TASER 60 Unlimited for use with TASER CAM, the Agency will not receive the PPM or a substitute.

Notwithstanding anything in this Agreement, the Standard Conditions and Terms attached hereto as Appendix A are fully incorporated in this Agreement, the Quote and any future quote hereunder. Any inconsistency between the terms of this Agreement, the Quote or any future quote hereunder and Appendix A shall be resolved in favor of Appendix A.

1. **Term.** The term start date is based upon the initial shipment date of the hardware covered under TASER 60 Unlimited (**Start Date**). The TASER 60 Unlimited term will end 5 years after the Start Date (**Term**).
2. **TASER 60 Unlimited Requirements.** In order to make a purchase under TASER 60 Unlimited, the Agency must purchase the TASER 60 Unlimited plan for each TASER Conducted Electrical Weapon (**CEW**) user. A CEW user includes an officer that uses a Conducted Electrical Weapon (**CEW**) in the line of duty, as well as officers that only use a CEW for training purposes. The Agency may not resell cartridges or batteries received under the TASER 60 Unlimited Program. The Agency may only request additional PPMs and duty cartridges as PPMs and duty cartridges are consumed in the line of duty, which will be provided by Axon at no charge. Upon reasonable notice, Axon reserves the right to audit the Agency's use of force records if the Agency is ordering more cartridges or batteries than is customary compared to an Agency of similar size. In the event the audit determines the Agency's use of force records do not support the Agency's reported cartridge and battery use, the Agency will pay the MSRP of each cartridge and battery delivered to the Agency beyond what was supported by the Agency's use of force records.
3. **Payment Terms.** Axon invoices for the TASER 60 Unlimited plan on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice.

Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. For users added in the middle of any annual cycle, the Agency will pay a true-up fee for those additional users. These additional licenses will be co-termed with the Agency's existing licenses. Additional users that are added before the third year payment will receive a PPM, while additional users that are added after the third year payment will not receive a PPM.
4. **Taxes.** Unless the Agency provides 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 items by providing Axon written notice of rejection within 30 days of delivery. Failure to notify Axon within the 30 day rejection period may 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.



## Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

7. **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.
8. **Warranty Limitations.** The warranties do not apply and Axon will not be responsible for any 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.

**To the extent permitted by law, the warranties and 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. Axon's cumulative liability to any Party for any loss or damage resulting from any warranty claims, demands, or actions arising out of or relating to any Axon product will not exceed two times the purchase price paid to Axon for the product or if for services, two times the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any 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.**
9. **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. For warranty return and repair procedures, including troubleshooting guides, please go to Axon's website [www.axon.com/support](http://www.axon.com/support).

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. Any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.
10. **TASER 60 Unlimited Warranty Coverage.** TASER 60 Unlimited includes extended warranty coverage for the TASER CEW handle and as described in the Hardware Limited Warranty. TASER 60 Unlimited warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 Unlimited during the Term. The Agency may not have both an optional extended warranty and TASER 60 Unlimited on the TASER CEW product.
11. **Spare Product.** For orders of more than 30 units, Axon will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote ("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 Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

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 warranty coverage, during the Term with the same product or a like product, at Axon's sole option. Within 30 days of the termination of this Agreement for any reason 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.

12. **Product Warnings.** See our website at [www.axon.com](http://www.axon.com) for the most current product warnings.
13. **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. Axon may replace end of life products with the next generation of that product without notifying the Agency.
14. **TASER 60 Unlimited Termination.** If an invoice for TASER 60 Unlimited is more than 30 days past due, then Axon may terminate TASER 60 Unlimited. Axon will provide notification that TASER 60 Unlimited coverage is terminated. Once TASER 60 Unlimited coverage is terminated for any reason, then:
  - 14.1. TASER 60 Unlimited coverage will terminate as of the date of termination and no refunds will be given.
  - 14.2. The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Unlimited Products received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to Axon within 30 days of the date of termination.
  - 14.3. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 Unlimited plan.
15. **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. **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 directly or indirectly cause any proprietary rights to be violated.
17. **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.
18. **Assignment.** The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of Axon.
19. **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.
20. **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.
21. **Entire Agreement.** This Agreement, the TASER Assurance Plan Appendix (if applicable), 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





## Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

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.

### TASER Assurance Plan (Purchased with TASER 60 Only) Appendix

If The TASER Assurance Plan or "TAP" has been purchased in addition to the TASER 60 Unlimited plan, this Appendix will apply to the Agency's purchase. TAP provides 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 Term.** The 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. TAP for CEWs is a 5 year term.
- 2 **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.

If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (**CEW Upgrade Model**), as well as a battery. The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

- 3 **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:
  - 3.1. TAP coverage will terminate as of the date of termination and no refunds will be given.
  - 3.2. Axon will not and has no obligation to provide the free upgrades.
  - 3.3. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
  - 3.4. If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each covered product.

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