




TERM CONTRACT AWARD			CONTRACT NO: MA-IS-2140024-1	VERSION DATE
INTERNAL SERVICES DEPARTMENT			PROCUREMENT FOLDER: 1874528	
<div style="border: 1px solid black; padding: 10px;"> AXON ENTERPRISE INC 17800 N 85TH STREET SCOTTSDALE AZ 85255 </div>			BUYER: Lorena Sandoval PHONE: 323-267-2206 EMAIL: lsandoval@isd.lacounty.gov	
			VENDOR NO: 102881 CONTACT: Isaac Birch PHONE: 602-882-	
			FISCAL YEAR: EFFECTIVE DATE: 08/13/20 EXPIRATION: 08/12/25	

BODY WORN CAMERA AND DIGITAL EVIDENCE MANAGEMENT SYSTEM					
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 840-70-00-0000000 Axon Body 3- NA10 (Axon Body 3 Cameras) Part # 73202 Includes: USB-C to USB A-CABLE FOR AB3 OR FLEX 2 Part # 11534 AB3 Camera TAP Warranty Part # 73827 For quantity and phase information, reference Exhibit C-1 and C-2. ***TAXABLE***	0.000	EA	ITEM	\$
2	COMMODITY CODE: 840-70-00-0000000 Axon Body 3- 8 Back Dock (Multi-Slot Docking Station) Part # 74210 AB3 8 Bay Dock Tap Warranty Part # 73828 North Amer Power Cord For AB3 8-Bay, AB2 1-Bay/ 6 Bay Dock Part # 71019 For quantity and phase information, reference Exhibit C-1 and C-2. ***TAXABLE***	0.000	EA	ITEM	\$
3	COMMODITY CODE: 840-70-00-0000000 Wall Mount Bracket, Assy, Evidence.com Dock (Docking Station Wall Mount) Part # 70033 For quantity and phase information, reference Exhibit C-1 and C-2. ***TAXABLE***	0.000	EA	ITEM	\$
4	COMMODITY CODE: 840-70-00-0000000 Axon Body 3 - 1 Bay Dock (Single-Bay Docking Station)	0.000	EA	ITEM	\$

Lorena Sandoval  COUNTY OF LOS ANGELES	08/11/2020 01:23 PM PDT	Robert Driscoll  VENDOR SIGNATURE/DATE	08/11/2020 01:10 PM PDT
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
5	Part # 74211 NORTH AMER POWER CORD FOR AB3 1BAY DOCK Part # 71104 For quantity and phase information, reference Exhibit C-1 and C-2. ***TAXABLE***	0.000	EA	ITEM	\$ [REDACTED]
	COMMODITY CODE: 840-70-00-0000000 Wing Clip Mount, Axon Rapidlock - included with Axon Body 3 Camera Part #74028 For quantity and phase information, reference Exhibit C-1 and C-2. ***TAXABLE***				
6	COMMODITY CODE: 840-70-00-0000000 Unlimited Evidence.com TAP Bundle Payment (Unlimited BWC Users) Part # 73842 10 GB Evidence.Com A-LA-CART Storage (4 per license) Part # 73683 For quantity and phase information, reference Exhibit C-1 and C-2. ***TAXABLE***	0.000	MO	ITEM	\$ [REDACTED]
	COMMODITY CODE: 840-70-00-0000000 Evidence.com Professional License Payment (Pro Evidence.com) Part # 73837 10 GB Evidence.Com A-LA-CART Storage (3 per license) Part # 73683 For quantity and phase information, reference Exhibit C-1 and C-2. ***NON-TAXABLE***				
8	COMMODITY CODE: 840-70-00-0000000 Tech Assurance Plan 1- Bay Body 3 Dock Warranty and Payment (Single-Bay Dock TAP) Part # 87060 and Part # 87061 For quantity and phase information, reference Exhibit C-1 and C-2. ***TAXABLE***	0.000	MO	ITEM	\$ [REDACTED]
	COMMODITY CODE: 840-70-00-0000000 Professional Services (Full Service Training) For quantity and phase information, reference Exhibit C-1 and C-2.				
9	COMMODITY CODE: 840-70-00-0000000 Professional Services (Full Service Training) For quantity and phase information, reference Exhibit C-1 and C-2.	1.000	LOT	ITEM	\$ [REDACTED]

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
10	<p>***TAXABLE***"</p> <p>COMMODITY CODE: 840-70-00-0000000</p> <p>Auto Tagging License Payment (Axon Auto-Tagging) Part #73835 Inclusive of a BWC-user up to a max amount of 5,248</p> <p>For quantity and phase information, reference Exhibit C-1 and C-2.</p>	0.000	EA	ITEM	\$ [REDACTED]
11	<p>***NON-TAXABLE***"</p> <p>COMMODITY CODE: 840-70-00-0000000</p> <p>TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT (Single-Bay Dock TAP True Up) Part # 87061</p> <p>For quantity and phase information, reference Exhibit C-1 and C-2.</p>	0.000	MO	ITEM	\$ [REDACTED]
12	<p>***TAXABLE***"</p> <p>COMMODITY CODE: 840-70-00-0000000</p> <p>UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1 (UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1) Part # 73843</p> <p>For quantity and phase information, reference Exhibit C-1 and C-2.</p>	0.000	MO	ITEM	\$ [REDACTED]
13	<p>***TAXABLE***"</p> <p>COMMODITY CODE: 840-70-00-0000000</p> <p>Year 2</p> <p>Unlimited Evidence.com TAP Bundle Payment (Unlimited BWC Users) Part # 73842 10 GB Evidence.Com A-LA-CART Storage (4 per license) Part # 73683</p> <p>For quantity and phase information, reference Exhibit C-1 and C-2.</p>	5,248.000	EA	ITEM	\$ [REDACTED]
14	<p>***TAXABLE***"</p> <p>COMMODITY CODE: 840-70-00-0000000</p> <p>Year 2</p> <p>Evidence.com Professional License Payment (Pro Evidence.com) Part # 73837 10 GB Evidence.Com A-LA-CART Storage (3 per license) Part # 73683</p>	805.000	EA	ITEM	\$ [REDACTED]

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	For quantity and phase information, reference Exhibit C-1 and C-2. ***NON-TAXABLE***				
15	COMMODITY CODE: 840-70-00-0000000 Year 2 Tech Assurance Plan 1- Bay Body 3 Dock Warranty and Payment (Single-Bay Dock TAP) Part # 87060 and Part # 87061 For quantity and phase information, reference Exhibit C-1 and C-2. ***NON-TAXABLE***	44.000	EA	ITEM	\$ [REDACTED]
16	COMMODITY CODE: 840-70-00-0000000 Year 2 Auto Tagging License Payment (Axon Auto-Tagging) Part #73835 Inclusive of a BWC-user up to a max amount of 5,248 For quantity and phase information, reference Exhibit C-1 and C-2. ***NON-TAXABLE***	5,248.000	EA	ITEM	\$ [REDACTED]
17	COMMODITY CODE: 840-70-00-0000000 Year 3 Unlimited Evidence.com TAP Bundle Payment (Unlimited BWC Users) Part # 73842 10 GB Evidence.Com A-LA-CART Storage (4 per license) Part # 73683 For quantity and phase information, reference Exhibit C-1 and C-2. ***TAXABLE***	5,248.000	EA	ITEM	\$ [REDACTED]
18	COMMODITY CODE: 840-70-00-0000000 Year 3 Evidence.com Professional License Payment (Pro Evidence.com) Part # 73837 10 GB Evidence.Com A-LA-CART Storage (3 per license) Part # 73683 For quantity and phase information, reference Exhibit C-1 and C-2. ***NON-TAXABLE***	805.000	EA	ITEM	\$ [REDACTED]
19	COMMODITY CODE: 840-70-00-0000000	44.000	EA	ITEM	\$ [REDACTED]

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
20	Year 3 Tech Assurance Plan 1- Bay Body 3 Dock Warranty and Payment (Single-Bay Dock TAP) Part # 87060 and Part # 87061 For quantity and phase information, reference Exhibit C-1 and C-2. ***NON-TAXABLE***	5,248.000	EA	ITEM	\$ [REDACTED]
	COMMODITY CODE: 840-70-00-0000000 Year 3 Auto Tagging License Payment (Axon Auto-Tagging) Part #73835 Inclusive of a BWC-user up to a max amount of 5,248 For quantity and phase information, reference Exhibit C-1 and C-2. ***NON-TAXABLE***				
21	COMMODITY CODE: 840-70-00-0000000 Year 4 Unlimited Evidence.com TAP Bundle Payment (Unlimited BWC Users) Part # 73842 10 GB Evidence.Com A-LA-CART Storage (4 per license) Part # 73683 For quantity and phase information, reference Exhibit C-1 and C-2. ***TAXABLE***	5,248.000	EA	ITEM	\$ [REDACTED]
22	COMMODITY CODE: 840-70-00-0000000 Year 4 Evidence.com Professional License Payment (Pro Evidence.com) Part # 73837 10 GB Evidence.Com A-LA-CART Storage (3 per license) Part # 73683 For quantity and phase information, reference Exhibit C-1 and C-2. ***NON-TAXABLE***	805.000	EA	ITEM	\$ [REDACTED]
23	COMMODITY CODE: 840-70-00-0000000 Year 4 Tech Assurance Plan 1- Bay Body 3 Dock Warranty and Payment (Single-Bay Dock TAP) Part # 87060 and Part # 87061	44.000	EA	ITEM	\$ [REDACTED]

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	<p>For quantity and phase information, reference Exhibit C-1 and C-2.</p> <p>***NON-TAXABLE***</p>				
24	<p>COMMODITY CODE: 840-70-00-0000000</p> <p>Year 4</p> <p>Auto Tagging License Payment (Axon Auto-Tagging) Part #73835 Inclusive of a BWC-user up to a max amount of 5,248</p> <p>For quantity and phase information, reference Exhibit C-1 and C-2.</p> <p>***NON-TAXABLE***</p>	5,248.000	EA	ITEM	\$ [REDACTED]
25	<p>COMMODITY CODE: 840-70-00-0000000</p> <p>Year 5</p> <p>Unlimited Evidence.com TAP Bundle Payment (Unlimited BWC Users) Part # 73842 10 GB Evidence.Com A-LA-CART Storage (4 per license) Part # 73683</p> <p>For quantity and phase information, reference Exhibit C-1 and C-2.</p> <p>***TAXABLE***</p>	5,248.000	EA	ITEM	\$ [REDACTED]
26	<p>COMMODITY CODE: 840-70-00-0000000</p> <p>Year 5</p> <p>Evidence.com Professional License Payment (Pro Evidence.com) Part # 73837 10 GB Evidence.Com A-LA-CART Storage (3 per license) Part # 73683</p> <p>For quantity and phase information, reference Exhibit C-1 and C-2.</p> <p>***NON-TAXABLE***</p>	805.000	EA	ITEM	\$ [REDACTED]
27	<p>COMMODITY CODE: 840-70-00-0000000</p> <p>Year 5</p> <p>Tech Assurance Plan 1- Bay Body 3 Dock Warranty and Payment (Single-Bay Dock TAP) Part # 87060 and Part # 87061</p> <p>For quantity and phase information, reference Exhibit C-1 and C-2.</p> <p>***NON-TAXABLE***</p>	44.000	EA	ITEM	\$ [REDACTED]

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
28	COMMODITY CODE: 840-70-00-0000000 Year 5 Auto Tagging License Payment (Axon Auto-Tagging) Part #73835 Inclusive of a BWC-user up to a max amount of 5,248 For quantity and phase information, reference Exhibit C-1 and C-2. ***NON-TAXABLE***	5,248.000	EA	ITEM	\$ [REDACTED]
29	COMMODITY CODE: 840-70-00-0000000 Initial Set of Spares PART # 73202 AXON BODY 3 - NA10 QTY. 263 PART #74210 AXON BODY 3 - 8 BAY DOCK QTY. 58 PART #74211 AXON BODY 3 - 1 BAY DOCK QTY. 11 PART #87060 TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY QTY. 11 PART #74028 WING CLIP MOUNT, AXON RAPIDLOCK QTY. 263 PART #11534 USB-C to USB-A CABLE FOR AB3 OR FLEX 2 QTY. 263 PART #73827 AB3 CAMERA TAP WARRANTY QTY. 263 PART #73828 AB3 8 BAY DOCK TAP WARRANTY QTY. 58 0 PART #71019 NORTH AMER POWER CORD FOR AB3 8BAY, AB2 1-BAY / 6-BAY DOCK QTY. 58 PART #71104 NORTH AMER POWER CORD FOR AB3 1BAY DOCK QTY. 11 For quantity information, reference Exhibit C-1 and C-2. ***TAXABLE***	0.000	EA	ITEM	\$ [REDACTED]
30	COMMODITY CODE: 840-70-00-0000000 REFRESH ONE PART # 73309 AXON CAMERA REFRESH ONE PART # 73689 MULTI-BAY BWC DOCK 1ST REFRESH PART # 73313 1-BAY DOCK AXON CAMERA REFRESH ONE REFRESH ONE IS INCLUSIVE OF TAP.	1.000	LOT	ITEM	\$ [REDACTED]

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
31	<p>For quantity and phase information, reference Exhibit C-1 and C-2.</p> <p>***TAXABLE***"</p> <p>COMMODITY CODE: 840-70-00-0000000</p> <p>REFRESH TWO</p> <p>PART # 73309 AXON CAMERA REFRESH ONE</p> <p>PART # 73689 MULTI-BAY BWC DOCK 1ST REFRESH</p> <p>PART # 73313 1-BAY DOCK AXON CAMERA REFRESH ONE</p> <p>REFRESH TWO IS INCLUSIVE OF TAP.</p> <p>For quantity and phase information, reference Exhibit C-1 and C-2.</p> <p>***TAXABLE***"</p> <p>NOTE: FOR ADDITIONAL OFFERINGS, REFER TO EXHIBIT C-3.</p>	1.000	LOT	ITEM	\$ XXXXXXXXXX

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
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<p>The pricing and other terms and conditions set forth in this Master Agreement, including the attachments listed below which are incorporated into this Master Agreement by this reference, constitute the complete and exclusive agreement between the parties, and supersedes any previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Master Agreement:</p> <p>Attachment A - Software License Agreement Attachment B and B-1 - SOW and Functional and Technical Requirements Attachment C - Axon Master Services and Purchasing Agreement Attachment D - Summary Negotiation Matrix Attachment E - PO Terms and Conditions</p> <p>In event of conflicting terms and conditions, the governing documents are in the following order of precedence: 1) County MA and SLA 2) SOW and Functional and Technical Requirements 3) Summary and Negotiation Matrix 4) Axon MSPA 5) Purchase Order.</p> <p>MA language PRICE GUARANTEE clause listed below on page #10 of this document is deleted in its entirety as this is already covered under Attachment A - SLA Exhibit B, paragraph 55, Most Favored Public Entity.</p> <p>Note: This MA is the result of RFP-IS-19255005.</p> <p>DEPARTMENT CONTACT: Chris Meadows, Sergeant Homicide Bureau - Body Worn Camera Unit cameadow@lasd.org 562-345-2732 (Desk)</p>		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
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<p>The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.</p> <p>PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.</p> <p>ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.</p> <p>Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.</p> <p>County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.</p> <p style="text-align: center;">CONTRACTOR RESPONSIBILITY AND DEBARMENT</p> <ol style="list-style-type: none"> 1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors. 2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County. 3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity. 4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board. 5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal. 6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board. 7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors. 		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
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<p style="text-align: center;">PROHIBITION AGAINST USE OF CHILD LABOR</p> <p>VENDOR shall:</p> <ol style="list-style-type: none"> 1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment. 2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and 3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions. <p>Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.</p> <p>Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.</p> <p>A. Jury Service Program.</p> <p>This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.</p> <p>Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.</p> <p>B. Written Employee Jury Service policy.</p> <ol style="list-style-type: none"> 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service. 2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement. 		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD	
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<p>3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.</p> <p>4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.</p> <p style="text-align: center;">PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS</p> <p>Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.</p> <p style="text-align: center;">ASSIGNMENT BY CONTRACTOR</p> <p>A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.</p> <p>B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.</p> <p>C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.</p> <p style="text-align: center;">DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)</p> <p>1. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement or contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).</p> <p>2. The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.</p> <p>3. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.</p> <p style="text-align: center;">FEDERAL UNIFORM GUIDELINE CLAUSE</p> <p>By entering into this Contract/Purchase Order, the Contractor/Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.</p>		

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<p>COMPLIANCE WITH COUNTY POLICY OF EQUITY</p> <p>The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE), (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.</p>		

APPENDIX A



SOFTWARE LICENSE AGREEMENT

MA-IS-2140024

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

AXON ENTERPRISE, INC.

SOFTWARE LICENSE AGREEMENT

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SLA - EXHIBIT A

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Exhibit I Safely Surrendered Baby Law

Exhibit J Business Associates Agreement Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

This Software License Agreement (hereinafter "Agreement") is entered as of the Effective Date by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County") and Axon Enterprise, Inc., a Delaware Corporation (hereinafter "Contractor")(hereinafter collectively the "Parties").

1.0 RECITALS

WHEREAS, the County, by and through its Internal Service Department, is authorized by, *inter alia*, California *Government Code* section 25501 to procure personal property, including software; and

WHEREAS, Contractor is in the business of licensing and supporting, through product updates and releases, its software; and

WHEREAS, this Agreement is entered into within the County of Los Angeles and all work performed under this Agreement shall be performed within the County of Los Angeles, California; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, County and Contractor agree as follows:

2.0 APPLICABLE DOCUMENTS

2.1 The provisions of this base document, along with the Exhibits itemized in Paragraph 2.2, collectively form, and are throughout and hereinafter referred to as, the "Agreement."

2.2 Notwithstanding language to the contrary, whether expressly or by implication, any conflict or inconsistency in the definition or interpretation of any word, responsibility, Exhibit, or the contents or description of any task, deliverable, service or other work, or otherwise, between and/or among this base document, the Exhibits thereto, and/or the purchase order(s) hereunder, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits thereto according to the following descending priority:

Exhibit A Additional Terms & Conditions - Administration

Exhibit B Additional Terms & Conditions - Social Programs

Exhibit C Product List and Pricing Schedule

Exhibit D Software and/or Services Acceptance Statement

Exhibit E Participating Entities

Exhibit F Contractor Employee Acknowledgement and Confidentiality Agreement

Exhibit G Contractor's EEO Certification

Exhibit H Jury Service Program

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Exhibit J Business Associates Agreement Under Health Insurance Portability and Accountability Act of 1996 (HIPAA”)

Thereafter, any purchase order(s) issued pursuant to this Agreement.

- 2.3 This Agreement constitutes the complete and exclusive agreement between the Parties, and supersedes any previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the Parties relating to the subject matter of this Agreement. Without limiting the foregoing, nothing in this Agreement shall be interpreted based upon any prior discussions and negotiations, or upon any additions or deletions made as a result thereof.

3.0 DEFINITIONS

The terms and phrases in this Section 3 in quotes and with initial letter(s) capitalized, whether singular or plural, shall have the particular meanings set forth whenever such terms are used in this Agreement.

3.1 Acceptance; Accept(ed)

“Acceptance” and “Accepted” has the meaning set forth in Section 8.0 (Software Acceptance).

3.2 Additional Product(s)

“Additional Product” or “Additional Products,” whether singular or plural, has the meaning set forth in Paragraph 5.2.5, Option to License Additional Software Products.

3.3 Business Day(s)

“Business Day” or “Business Days,” whether singular or plural, means any day or days of eight (8) working hours during a single day from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.

3.4 Day(s)

“Day” or “Days,” whether singular or plural, means calendar days (not Business Days).

3.5 Deficiency(ies)

“Deficiency” or “Deficiencies,” whether singular or plural, means any of the following: any material defect in design, development, materials, and/or workmanship; error(s); material deviation(s) from published and/or mutually agreed upon standards; and/or deviation(s) from any of the requirement(s) or any substantial nonconformance with Related Documentation or Software Specifications or Product List and Pricing Schedule (Exhibit C) under this Agreement.

3.6 Deliverable(s)

“Deliverable” or “Deliverables,” whether singular or plural, means any Hardware, Software License, Services, and/or other consideration of any kind to be provided by Contractor to County under this Agreement, including those items identified in Exhibit C (Product List and Pricing Schedule).

3.7 Department(s)

"Department" or "Departments," whether singular or plural, means any applicable department of the County of Los Angeles.

3.8 Effective Date

"Effective Date" means the date of execution of this Agreement by County.

3.9 Extended Term(s)

"Extended Term" or "Extension Terms," whether singular or plural, shall refer to any optional and additional term(s) which may be exercised at the end of the "Initial Term."

3.10 Installation

"Installation" means on-site and remote hardware/software installation Services provided by Contractor.

3.11 License(s); Software License(s)

"License" and "Software License," whether singular or plural, means the provisions of this base document, along with the Exhibits itemized in Paragraph 2.2, collectively, as further defined under Paragraph 5.1 (License Grant).

3.12 Licensed Product(s)

"Licensed Product", whether singular or plural, has the meaning set forth in Paragraph 5.2.3 (Replacement Products).

3.13 Maintenance

"Maintenance" has the meaning set forth in Section 6 (Maintenance and Support).

3.14 Participating Entity

"Participating Entity," whether singular or plural, means other governmental entities, including but not limited to: states, counties, cities, special districts, political subdivisions, school districts, higher education, and other municipalities as described in Exhibit E (Participating Entities).

3.15 Pricing Schedule(s)

"Pricing Schedule" means the schedule of discounted prices for Hardware, Software and Services provided by Contractor to County under this Agreement at Exhibit C (Product List and Pricing Schedule).

3.16 Purchase Order

"Purchase Order" means a funding encumbrance document that shall be issued by County to order Deliverables under this Agreement.

3.17 Related Documentation

"Related Documentation" means any and all written and electronic publications relating to the Software, such as reference, user, installation, systems administrator and technical guides, delivered, or otherwise made available, by Contractor to County as part of its documentation.

3.18 Replacement Product(s)

"Replacement Product," whether singular or plural, has the meaning set forth in Paragraph 5.2.3 (Replacement Products).

3.19 Schedule Date

"Schedule Date" means the date of execution by County and Contractor of a Purchase Order referencing this Agreement.

3.20 Services or Support

"Services" or "Support" mean any Software Maintenance, Installation and Training services provided by Contractor to County under this Agreement. Services or Maintenance shall not include consulting, professional or assisted services.

3.21 Software

"Software" means any or all, or any portion, of the binary computer software programs provided by Contractor to County, under this Agreement, including all Updates, Additional Products, Replacement Products and Third Party Software, listed on the Software Product List and the applicable Purchase Order(s) as being licensed by Contractor to County under this Agreement.

3.22 Source Code

"Source Code" means the source code for the Software including all new releases, updates, modifications, enhancements, corrections, patches and improvements, and all Related Documentation and other proprietary information related to such source code.

3.23 Specifications

"Specifications" means the functional and technical specifications for the Software licensed hereunder, as set forth in the Exhibit C (Product List and Pricing Schedule).

3.24 State

"State" means the State of California.

3.25 Third Party Software

“Third Party Software” means that portion of the Software, including object code and Related Documentation, sublicensed by Contractor to County under this Agreement.

3.26 Update(s)

“Update(s)” means any and all subsequent releases of the Software, including updates, upgrades, enhancements, modifications, improvements, corrections, bug fixes, patches, releases, and versions.

3.27 Warranty Period

"Warranty Period" has the meaning set forth in Paragraph 9.1 (Software Warranty).

4.0 TERM

The contract term is to be for a period of five (5) years. The term of the resultant agreement shall commence on the date on which the resultant agreement has been executed by authorized representatives of both County and Proposer.

At the end of the Initial Term, upon mutual agreement, County and Contractor may renew this Agreement for additional two (2) consecutive one-year terms, for a maximum total Agreement term of seven (7) years (hereinafter “Extended Term(s)”), unless earlier terminated by the County, pursuant to the provisions of the resultant agreement.

Contractor shall notify County when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County at the address herein provided at Exhibit A, Additional Terms & Conditions – Administration, Section 38.

Notwithstanding the foregoing or any other provision of this Agreement, the term of the License provided under this Agreement shall continue in perpetuity, except for any SaaS subscription which will continue only for the Term of the Agreement, as provided in Paragraph 5.2.1 (License Term).

5.0 SOFTWARE LICENSE

5.1 License Grant

Vendor grants to County upon the Effective Date, a non-exclusive license for the Licensed Software during the term of this Contract in accordance with the SOW (Appendix B) and Functional and Technical Requirements (Appendix B-1).

5.2 License

5.2.1 License Term

The License granted under this Agreement shall commence on the Effective Date and the Schedule Date for each Additional Product, and each Replacement Product, and shall be in accordance with the term of this Agreement.

5.2.2 Scope of License

This Software License shall include Support in accordance with the Support Guide, Software Updates and all material, documentation and technical information provided to County pursuant to this Agreement, as described in Section 6 (Maintenance and Support).

The Software License granted by Contractor to County hereunder provides County with the following rights:

- (i) To use the Software, including without limitation the Third Party Software, Additional Products, and Replacement Products, for County's business purposes; and
- (ii) To use, modify, and distribute within County the Related Documentation, including but not limited to software and user manuals, in a hard copy format and, when available, other electronic means such as CD-ROM, hard drives, solid state drives (SSD), and/or cloud services.

5.2.3 Replacement Products

“Licensed Product(s)” are Contractor's Software products which are licensed by County pursuant to this Agreement but excludes Contractor's SaaS offerings. If Contractor, within four years from the last Purchase Order date for a Licensed Product, generally or commercially releases a product (hereinafter “Replacement Product(s)”) with the same or substantially similar functionality as that of the Licensed Product licensed by County pursuant to such Purchase Order, and Contractor concurrently or within one (1) year from such release date discontinues the support of the most recent generally released version of such Licensed Product, then County shall receive a credit for the full value of the License fees paid by County for such Licensed Product toward the purchase of the Replacement Product, provided that County is a subscriber to the Maintenance and Support Services for the Licensed Product. Replacement Product shall be treated as Software for the purpose of this Agreement.

The License granted to County for the Replacement Product shall be: (1) pursuant to the terms and conditions of this Agreement, (2) granted without the payment of additional fees; and (3) County's Maintenance and Support fees for the Replacement Product shall remain the same as for the Licensed Product for the remainder of the support term.

- 5.2.4 In the event Contractor revises its Software product line and/or Services, upon County's election, the Pricing Schedule shall be updated by Change Notice in accordance with Section 19 (Change Notices and Amendments), to reflect the changes to Contractor's Software product line and/or Services.

5.2.5 Option to License Additional Software Products

Contractor grants County the option to license additional Software products (hereinafter “Additional Products”), which are generally available on the date the option is exercised, at the prices set forth in Exhibit C (Product List and Pricing Schedule). County may exercise the

option, by (1) executing and delivering to Contractor a mutually acceptable Purchase Order(s) to this Agreement for such Additional Products, and (2) paying the applicable License and Support fees due. Upon County's execution of the Purchase Order (s) for such Additional Products, such Additional Products shall be deemed Software for the purpose of this Agreement. The warranty related to Additional Products shall take effect upon Acceptance of such Additional Products by County and shall be subject to all terms and conditions of this Agreement.

5.2.6 License Restrictions

No license, right or interest in any trademark, trade name or service mark of Contractor or any third party from whom Contractor has acquired License rights is granted under this Agreement.

The Software and/or Related Documentation developed pursuant to any Licenses and rights granted hereunder may not be sold, licensed or sublicensed, assigned or otherwise transferred, in whole or in part, by County.

County will not reverse-engineer, disassemble, decompile or decode the Software.

6.0 MAINTENANCE AND SUPPORT

Contractor shall provide to County Updates (hereinafter "Maintenance") and technical support (hereinafter "Support") in accordance with the terms of this Agreement. County may cancel Maintenance and Support at anytime by giving Contractor not less than thirty (30) days written notice. Upon termination of this Agreement as provided herein, any prepaid Maintenance and Support Services fees shall be refunded to County by Contractor on a pro rata basis as of the date of termination or the date giving rise to the cause for termination, as applicable.

7.0 CONTRACT PRICES AND FEES

7.1 License Fees

Contractor shall provide to County Software at the prices listed in Exhibit C (Product List and Pricing Schedule)

7.2 Maintenance and Support Services

Contractor shall provide to County, Maintenance and Support Services for Software in accordance with the prices, terms and conditions set forth in this Agreement and the applicable Purchase Order(s).

8.0 SOFTWARE ACCEPTANCE

County will evaluate all Software acquired by County under this Agreement, including Additional Products and Replacement Products, in accordance with the requirements set forth in the Specifications (cumulatively "Acceptance Criteria"). Upon Software compliance with the Acceptance Criteria, County will "Accept" the Software.

9.0 WARRANTY

9.1 Software Warranty

Contractor represents and warrants that the Software shall perform in accordance with the Related Documentation and without Deficiencies for a period of ninety (90) days following Acceptance of the Software, including any updates (hereinafter "Warranty Period"). If, during the Warranty Period, County finds that any Software product has Deficiencies, County shall notify Contractor in writing and follow Contractor's instructions regarding the return of such Software product. County's remedy for the Deficiency shall be, at Contractor's option, for Contractor to (i) repair or replacement of the Software product which does not comply with this Limited Warranty, as soon as possible and no later than 30 after receipt of written notification or (ii) refund all Software-related fees paid by County for the Defective Software products, including License, Installation, Maintenance and Support (if any). Notwithstanding the foregoing, County retains the right to use the products in the event of Contractor's material breach, while seeking interim suppliers or during litigation or alternative dispute resolution process or proceedings.

9.2 Further Warranties

Contractor further represents and warrants that:

- 9.2.1 Any Services under this Agreement will be performed in the highest professional manner;
- 9.2.2 All Related Documentation delivered under this Agreement shall be in accordance with generally-accepted industry standards;
- 9.2.3 The Software shall not cause any unplanned interruption of the operations of, or accessibility to the Software or any County system through any device, method or means including, without limitation, the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Software or any Software product to County or any user or which could alter, destroy, or inhibit the use of the Software or any Software product, or the data contained therein (collectively referred to as a "Disabling Device"), which could block access to or prevent the use of the Software or any Software product by County or users; and
- 9.2.4 The Software does not contain, and is not effected by, any Disabling Device.

10.0 WARRANTY PASS-THROUGH

Contractor shall pass through to County to the fullest extent possible all rights and remedies, including any applicable warranty or indemnity, from or offered by any manufacturer of any Third Party Software product provided under this Agreement.

11.0 INTELLECTUAL PROPERTY WARRANTY & INDEMNIFICATION

11.1 Contractor represents and warrants that:

- (a) Contractor has the full power and authority to grant the License and all other rights granted by this Agreement to County;
- (b) No consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect;
- (c) County is entitled to use the Software without interruption of system use;

(d) This Agreement and the Software licensed or acquired herein, are not subject to any liens, encumbrances, or pledges, and are not subordinate to any right or claim of any third party, including Contractor's creditors;

(e) During the term of this Agreement, Contractor shall not, and shall not allow any third party to, subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Software (or any part thereof) in accordance with this Agreement; and

(f) Neither the performance of this Agreement by Contractor, nor the License to, and use by, County and its users of the Software in accordance with this Agreement, will in any way violate any non-disclosure Agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

- 11.2 Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County from and against any and liability, including but not limited to damages, costs, and expenses (including attorneys fees) arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the Software. Any legal defense pursuant to Contractor's indemnification obligations under this Section 11.0 shall be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.
- 11.3 County shall notify Contractor, in writing, as soon as reasonably practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, in its reasonable judgment, and at its sole option and at no cost to County, as remedial measures, either (i) procure the right, by license or otherwise, for County to continue to use the Software or any infringing component thereof to the same extent of County's License under this Agreement, or (ii) to the extent procuring such right to use the Software is not commercially practicable, replace or modify the Software or any infringing component thereof with another system or component in such a way that the resulting system and each and every one of its components shall have the quality and performance capabilities, at a minimum, equivalent to the quality and performance capabilities of the Software and all of the component thereof, until it is determined by County that the Software with all of its component has become non-infringing, non-misappropriating, and non-disclosing.

[Section numbers 12.0 - 13.0 are reserved.]
-END OF BASE DOCUMENT-

EXHIBIT A
(ADDITIONAL TERMS & CONDITIONS - ADMINISTRATION)

14.0 DELIVERY AND RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of the Software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by County as evidenced by County's signature on delivery documents.

15.0 INDEMNIFICATION

15.1 The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

15.2 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections II and III of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

16.0 INSURANCE

16.1 Evidence of Coverage and Notice to County

16.1.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

16.1.2 Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

16.1.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

16.1.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

16.1.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Purchasing & Contract Services
1100 N. Eastern Ave., Rm. G115, Los Angeles, CA 90063

16.1.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

16.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "County" and its "Agents") shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

16.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

16.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract.

County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

16.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

16.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

16.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

16.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

16.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

16.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

16.11 Application of Excess Liability Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

16.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

16.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self- insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

16.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

16.15 Insurance Coverage

16.15.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$10 million
Products/Completed Operations Aggregate:	\$5 million
Personal and Advertising Injury:	\$5 million
Each Occurrence:	\$5 million

16.15.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

16.15.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

16.16 Unique Insurance Coverage

16.16.1 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

16.16.2 Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

16.16.3 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10,000,000 million.

16.16.4 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

17.0 INVOICES AND PAYMENTS

17.1 Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. All invoices submitted by Contractor will be paid in accordance with the County's Purchase Order and this Agreement. In the event of a direct conflict or contradiction between the terms of a Purchase Order and the terms set forth in this Agreement, the terms of this Agreement shall control.

17.2 Invoices

17.2.1 Each invoice submitted by Contractor shall state:

- A. The identifying Purchase Order number;
- B. Hardware, Software and/or Services for which payment is claimed;
- C. The date of written notification of receipt of Hardware and Software products and/or Services by County's Project Manager;
- D. Any applicable withhold amount for payments claimed or reversals thereof; and
- E. Any applicable credits due County under the terms of this Agreement or reversals thereof.

17.2.2 Contractor shall invoice County for all Hardware, Software and/or Services provided under this Agreement pursuant to the terms of this Agreement. All invoices shall be subject to Paragraph 17.1, Approval of Invoices. All invoices under this Agreement shall be submitted to the bill-to address indicated on the applicable Purchase Order. County will pay Contractor's invoices only for Hardware, Software products and Services ordered and Accepted by County.

17.3 Transportation Charges

Contractor shall bear the full risk of loss due to total or partial destruction of the Software products loaded on CDs or other computer media, until such items are delivered to, and accepted by, the Customer. All transportation and related insurance charges for shipment of Software shall

be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, any and all transportation and related insurance charges.

- 17.3.1 Contractor shall bear the full risk of loss due to total or partial destruction of the Hardware, until such items are delivered and to, and accepted by, the Customer. All transportation and related insurance charges for shipment of Hardware shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, any and all transportation and related insurance charges.

17.4 Sales and Use Tax

The fees set forth in the Schedule do not include applicable California and other state and local sales/use taxes on all Software products procured by County pursuant to or otherwise due as a result of this Agreement. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for any and all California and other state and local sales/use taxes billed by Contractor to County and paid by County to Contractor in accordance with this Agreement. In the event Contractor fails to pay such California or any other state or local sales/use tax and such taxes have been paid by County to Contractor, Contractor shall reimburse County for any and all tax amounts paid by County as a result of such failure and any attorneys' fees, including costs, associated therewith. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

17.5 Discrepancies

In the event discrepancies are found during the invoice review as provided in Paragraph 17.2.2 above, County's Project Manager, or his/her authorized designee, will notify Contractor of such discrepancies and submit a list of disputed charges as soon as practicable, but no later than within thirty (30) days from (i) the later of receipt of such invoice by County or receipt of Hardware and Software with the receiving report, for Software invoices, and (ii) the later of receipt of such invoice by County, for Services. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges as soon as practicable, but no later than within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. "Discrepancies" as used in this Section 17 shall mean the details on the invoice or the receiving report which do not conform to the Purchase Order.

Notwithstanding the forgoing, if no notice of invoice discrepancies is received by Contractor within sixty (60) days from the date of County's receipt of the invoice, the invoice shall be deemed undisputed and qualified for payment in its entirety and County's written approval discussed in Paragraph 17.1, Approval of Invoices, shall be deemed completed.

17.6 Payments

Unless otherwise specified herein, payment to Contractor shall be made in accordance with the terms set forth herein or on a Schedule referencing this Agreement, provided Contractor is not in default under any provision of this Agreement. Upon shipment, Axon will invoice the County for all received hardware and the first year of services associated with the hardware. Axon will then invoice County annually in advance for services each year thereafter. All invoices are due net 60

from the date of the invoice. County shall pay all invoice amounts to Contractor provided that the Hardware, Software and Services have been accepted and Contractor's invoices have not been disputed in accordance with Paragraph 17.5, Discrepancies, above. Unless otherwise specified herein, all payment obligations are non-cancelable, non-refundable and non-contingent.

17.7 County's Right to Withhold Payment

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to Contractor withhold payment for any work under this Agreement while Contractor is in default hereunder, provided that Contractor has been notified of such default and such default has not been cured within thirty (30) days of notice from County, or at any time that Contractor has not provided to County services ordered by an Purchase Order.

18.0 GRATUITOUS WORK

Contractor agrees that Hardware, Software Licenses or Services provided by Contractor outside of this Agreement are deemed gratuitous, and Contractor shall have no claim regarding such Hardware, Software Licenses or Services, unless the parties have executed a separate agreement for the purchases.

19.0 CHANGE NOTICES AND AMENDMENTS

19.1 Except as otherwise provided in this Agreement, no representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures required under this Section 19.

19.2 County reserves the right to change any portion of the work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Section 19.

19.3 For any change requested by County which does not affect the scope of work, term, payments, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by County's Purchasing Agent.

19.4 Except as otherwise provided in this Agreement, for any change requested by County or Contractor which affects the scope of work, term, payments, price or other any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by each of County's Purchasing Agent and Contractor's authorized representative.

19.5 Facsimile Transmissions

Except for the parties' initial signatures to this Agreement, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on any Change Notices prepared pursuant to this Section 19, or on any Amendments to this Agreement, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to such Change Notices or Amendments

to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

20.0 ADMINISTRATION OF AGREEMENT - COUNTY

20.1 County's Project Director

20.1.1 County's Project Director for this Agreement shall be:

Commander Chris Marks
Detective Division
211 W. Temple St.
Los Angeles, CA 90012

20.1.2 County will notify Contractor in writing of any change in the name or address of County's Project Director.

20.1.3 County's Project Director will be responsible for ensuring that the objectives of this Agreement are met.

20.2 County's Project Manager

20.2.1 County's Project Manager shall be the following person, or his/her designee:

Sergeant Chris Meadows
Detective Division
211 W. Temple St.
Los Angeles, CA 90012

20.2.2 County's Project Manager will be responsible for confirming that Contractor has complied with the technical standards and requirements of this Agreement are met.

20.2.3 County's Project Manager will advise County's Project Director as to Contractor's performance with respect to requirements and technical standards.

20.2.4 County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

20.2.5 County will notify Contractor in writing of any changes in the name or address of County's Project Manager.

20.2.6 County's Project Manager will provide technical direction to Contractor in the areas relating to County policy, information requirements and procedural requirements.

20.3 Approval of Orders

All orders for Hardware, Software and Services provided by Contractor under this Agreement must be authorized on a Purchase Order issued by County. In no event shall County be liable or responsible for any payments prior to its issuance of such Purchase Order.


21.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

21.1 Contractor's Account Manager

Contractor's Account Manager shall be the following person who shall be a full-time employee of Contractor:

Isaac Birch

ibirch@axon.com

602-882-

21.1.2 Contractor's Account Manager shall be the Contractor point of contact responsible for Contractor's performance of all its tasks and subtasks, and ensuring Contractor's compliance with this Agreement.

21.1.3 Contractor's Account Manager shall meet and confer with County's Project Manager on a regular basis to review project progress and discuss project coordination. Such meetings shall be conducted at a time and place convenient to County's Project Manager.

21.2 Approval of Contractor's Staff

21.2.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

21.2.2 County has the absolute right to approve or disapprove each member, or proposed member, of Contractor's staff performing work under this Agreement, including but not limited to Contractor's Account Manager, prior to and during their performance of any work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such staff. County's Project Manager may require replacement of any member of Contractor's staff performing, or offering to perform, work hereunder, including but not limited to Contractor's Account Manager. Contractor shall provide County with a resume of each such proposed initial staff member, including but not limited to Contractor's Account Manager, and proposed substitute and an opportunity to interview such person prior to his/her performance of any work hereunder.

- 21.2.3 In addition, Contractor shall provide to County's Project Director an executed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit F) for Contractor's Account Manager and each on-site personnel performing work under this Agreement on or immediately after the Effective Date, but in no event later than the date Contractor's Account Manager or other on-site personnel first performs work under this Agreement or gains access to any sensitive financial or personally identifiable information.
- 21.2.4 Contractor shall, to the maximum extent possible, take all necessary steps to assure continuity over time of the membership of the group constituting Contractor's staff, including, but not limited to, Contractor's Account Manager. Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.
- 21.2.5 In the event Contractor should ever need to remove Contractor's Account Manager from performing work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with Contractor's Account Manager or the primary contact for Support Services, provided that County is a current subscriber of Maintenance and Support under this Agreement, Contractor shall replace such person with another to County's satisfaction.
- 21.2.6 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 21.2.7 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 21.2.8 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

21.3 Reports by Contractor

21.3.1 Quarterly Reports

In order to control expenditures and to ensure the reporting of all goods, services, and other work provided by Contractor, Contractor shall provide County's Project Manager, with a copy to County's Project Director, written quarterly reports, which shall include, at a minimum, the following information:

- A. Period covered by the report,
- B. Hardware and Software Licenses licensed during the reporting period,
- C. Services, including Support, Installation and Training, provided by Contractor during the reporting period,
- D. Changes in the Software product line and/or Services,
- E. Issues resolved,
- F. Issues to be resolved,
- G. Any other information which County may reasonably require.

21.4 Consumption Report

At the end of the Initial Term and the first Extended Term, if any, Contractor shall provide County's Project Director with a Consumption Report listing all the purchases (including Hardware, Software Licenses and Services) made by County, and each non-Los Angeles County Customer, under this Agreement during the term of this Agreement, up to and including the Initial Term or the first Extended Term, as applicable. Such report shall be provided no later than one hundred and twenty (120) days prior to the end of the Initial Term, and the first Extended Term, if any.

22.0 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

- 22.1 The Contractor shall not assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, and any attempted assignment and/or delegation without such consent shall be null and void. County may exercise or withhold consent in its sole discretion. No assignment and/or delegation shall be effective unless and until there is a duly-executed, written amendment to this Agreement. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 22.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 22.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor,

whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.\

23.0 SUBCONTRACTING

- 23.1 Contractor shall be permitted to subcontract the performance of this Agreement, subject to the provisions of this Section 23.
- 23.2 Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents, from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with any subcontractor acts and/or omissions.
- 23.3 Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required under this Agreement.
- 23.4 Nothing herein shall waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor shall notify its subcontractors of this County right prior to subcontractors commencing performance under this Agreement.
- 23.5 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
- 23.6 For each subcontract entered into by Contractor, covering personnel who will perform Services onsite at County's facilities, Contractor shall deliver to Manager, Technology Acquisitions Section, Internal Services Department, 1100 North Eastern Avenue, Room G115, Los Angeles, CA 90063, immediately after the effective date of the subcontract, but in no event later than the date any work is performed under the subcontract:
 - 23.6.1 A fully executed copy of each subcontract entered into by Contractor, with pricing terms excluded;
 - 23.6.2 An executed Acknowledgement and Confidentiality Agreement, Exhibit F, for each subcontractor employee approved to perform work under this Agreement; and
 - 23.6.3 Certificates of Insurance, which establish that the subcontractor maintains all the programs of insurance required by County.

24.0 DISCLOSURE OF INFORMATION

- 24.1 Each party shall not disclose any details in connection with this Agreement, including but not limited to any of its terms or conditions or any circumstances which occur during the performance of this Agreement to any party except as may be otherwise provided herein or required by law.
- 24.2 However, in recognizing Contractor's need to identify its services and related clients to sustain themselves, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:
 - 24.2.1 Contractor shall develop all publicity material in a professional manner.
 - 24.2.2 During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Manager.
 - 24.2.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales that it has been awarded this Agreement with County, provided that the requirements of this Section 24 shall apply.

25.0 CONFIDENTIALITY

- 25.1 Subject to the California Public Records Act, and in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, each party shall maintain the confidentiality of all its records, data and information, including, but not limited to, billing and County records, for at least five (5) years from the date of disclosure. The parties agree, unless required by law, not to make each other's confidential information available in any form to any third party for any purpose other than the implementation of this Agreement.
- 25.2 Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement.
- 25.3 A party's confidential information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (iv) is independently developed by the other party.
- 25.4 Contractor shall provide to County an executed Acknowledgement and Confidentiality Agreement (Exhibit F) for each of its employees performing work on County's premises under this Agreement in accordance with Section 29, Independent Contractor Status.
With respect to any identifiable information concerning any patient that is obtained by Contractor or any other records and information, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without county's

prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

- 25.5 Contractor acknowledges that a breach by the other party of this Section 25 may result in irreparable injury to the non-breaching party that may not be adequately compensated by monetary damages, and that, in addition to the non-breaching party's other rights under this Section 25 and at law and in equity, the non-breaching shall have the right to injunctive relief to enforce the provisions of this Section 25.

26.0 FORCE MAJEURE

Neither party shall be liable for failure to perform under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of the non-performing party.

27.0 TERMINATION FOR DEFAULT

27.1 County Default

Contractor may, by written notice to County, terminate the whole or any part of this Agreement if County fails to pay the Hardware, Software License fee(s), and/or Services when due in accordance with this Agreement and does not correct such failure within thirty (30) days of receipt of written notice from Contractor, or within any such greater period as mutually agreed.

27.2 Contractor Default

County may, by written notice to Contractor, terminate the whole or any part of this Agreement if:

- 27.2.1 Contractor has failed to comply with the material provisions of this Agreement or has materially breached this Agreement and failed to correct such material breach within thirty (30) days of receipt of written notice from County of such breach; or
- 27.2.2 Contractor fails to timely provide the Hardware and Software products listed in a Purchase Order referencing this Agreement at the prices set forth therein or satisfactorily perform the Services; or
- 27.2.3 Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement, or of any obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within ten (10) days (or such longer period as County may authorized in writing by County's Project Manager) after receipt of the notice from County.

27.3 In the event that this Agreement is terminated as provided in this Section 27, then:

- 27.3.1 County shall have the right to continued use of all Software, excluding any SaaS offering, licensed to County pursuant to Section 5, Software License; and

- 27.3.2 Contractor and County shall continue the performance of this Agreement to the extent not terminated under this Section 27; and
- 27.3.3 County shall compensate Contractor for all work performed under this Agreement up to the effective date of termination.
- 27.4 If, after County has given notice of termination under the provisions of this Section 27, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 28, Termination for Convenience.
- 27.5 The rights and remedies of County provided in this Section 27 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

28.0 TERMINATION FOR CONVENIENCE

- 28.1 This Agreement may be terminated in its entirety, or with respect to certain Purchase Order(s) for Maintenance and Support, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than thirty (30) calendar days after the notice is sent.
- 28.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
- 28.2.1 Stop performance of its Services with respect to any or all orders under this Agreement on the date and to the extent specified in such notice; and
- 28.2.2 Deliver to County all completed work and work in progress; and
- 28.2.3 Complete performance of such part of the work as shall not have been terminated by such notice; and
- 28.2.4 Return to County all fees paid by County and unearned by Contractor according to the terms of this Agreement, including prepaid maintenance and support fees on a pro rata use basis.
- 28.3 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor's termination claim and invoice. Such claim and invoice shall be submitted promptly, but no later than ninety (90) days from the effective date of termination.

29.0 INDEPENDENT CONTRACTOR STATUS

- 29.1 This Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

- 29.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing work on behalf of Contractor.
- 29.3 The employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.
- 29.4 Contractor shall provide to County an executed Contractor Employee Acknowledgment and Confidentiality Agreement, Exhibit F, for each of its employees performing work on County's premises under this Agreement. Such agreements shall be delivered to County's Project Manager on or immediately after the execution of this Agreement by County and Contractor, but in no event later than the date any such employee first performs work under this Agreement.

30.0 COUNTY'S QUALITY ASSURANCE PLAN

County, or its agent, will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions of this Agreement. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County's Board of Supervisors. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Section 27 Termination for Default.

31.0 TRUE-UP VERIFICATION

County will use best efforts to keep accurate records of the number of copies of the Software made and distributed, the number of end users of the Software and their location. Prior to renewal of Maintenance, County will perform true-up verification of the License count using management software developed for its purpose, or Contractor by verification of County documentation may enter County premises during Business Days to perform true-up verification at its own expense by giving at least a sixty (60) days notice thereof to County for the purpose of examining, or having examined (at Contractors own expense), relevant books, records and computers to verify County's fulfillment of its obligations under this Agreement. Contractor shall provide to County an executed Acknowledgement and Confidentiality Agreement (Exhibit F) for each of its representatives performing the true-up verification on County premises prior to entering County premises. The terms and conditions of this Agreement shall apply to the true-up verification. The true-up verification by both County and Contractor shall be discontinued when County attains an enterprise License for the Software hereunder.

32.0 GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. For claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

33.0 WAIVER

No breach of any provision hereof can be waived unless in writing. No waiver by County or Contractor of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County or Contractor to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

34.0 AUTHORIZATION WARRANTY

Contractor and County represent and warrant that the person executing this Agreement or any Amendment thereto pursuant to Section 19, Change Notices and Amendments, on its behalf is an authorized agent who has actual authority to bind it to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

35.0 FORMS AND PROCEDURES

All existing forms and procedures used by Contractor in implementation of the provisions of this Agreement are deemed "approved" by County for purposes of this Section 35.0. Any new forms and procedures which materially affect Contractor's performance of this Agreement, shall be subject to review and approval by County prior to use by Contractor.

36.0 MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign employees under the age of eighteen (18) to perform work under this Agreement. All of Contractor's employees working at County facilities must be able to communicate in English. Contractor's employees must be United State citizens or legally present and permitted to work in the United States.

37.0 VALIDITY AND SEVERABILITY

37.1 Validity

The invalidity of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

37.2 Severability

In a final judgment and after the exhaustion of any appellate rights, if a court of competent jurisdictions has found that any provision here is invalid or void, such provision shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

38.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses. Notices shall be deemed given (i) at the time of signed receipt or refusal of receipt, in the case of hand delivery; and (ii) three (3) days after deposit in the United States mail, in the case of mail. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

If to County:

Los Angeles County Sheriff's Department
Body Worn Camera Unit
Sergeant Chris Meadows
211 W. Temple St.
Los Angeles, CA 90012

(1)

If to Contractor:

Axon Enterprise, Inc.
Attn : Legal
17800 N. 85th St.
Scottsdale, AZ 85255

39.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of arm's length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Agreement is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

40.0 NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

41.0 SECTION AND PARAGRAPH HEADINGS

Section and paragraph headings (headings) are for convenience only and shall not be used in construing or interpreting this Agreement. Notwithstanding the forgoing, the title controls, if there is a conflict between the title and the number of the heading.

42.0 SURVIVAL

Unless otherwise specified herein, the provisions in the following Sections shall survive the expiration or termination of this Agreement.

From the base document:

11.0 Intellectual Property Warranty & Indemnification

From Exhibit A (Additional Terms & Conditions - Administration):

15.0 Indemnification

16.0 Insurance

24.0 Disclosure of Information

25.0 Confidentiality

From Exhibit B (Additional Terms & Conditions - Social Programs):

57.0 Compliance with Applicable Law

58.0 Fair Labor Standards

59.0 Compliance with Civil Rights Laws

61.0 Employment Eligibility Verification

65.0 Federal Access to Records

67.0 No Third Party Beneficiaries

80.0 Governing Law, Jurisdiction, and Venue

81.0 Validity

Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

43.0 NOTICE OF DELAYS

Exception as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

44.0 COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit reasonably and accurately find that County's dollar liability for such work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or deducted from any amounts due to Contractor from County, as determined by County. If such audit finds the County's dollar liability for such work is more than payments made by County to Contractor, then the difference shall be repaid to Contractor by cash payment.

45.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit J in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

[Section numbers 46.0 - 49.0 are reserved.]

-END OF EXHIBIT A-

EXHIBIT B
(ADDITIONAL TERMS & CONDITIONS - SOCIAL PROGRAMS)

50.0 TERMINATION FOR IMPROPER CONSIDERATION

- 50.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 50.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County's Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 50.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

51.0 TERMINATION FOR GRATUITIES

County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

52.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

53.0 RECORDS AND AUDITS

- 53.1 Contractor shall maintain accurate and complete financial records of its activities and operation relating to this Agreement in accordance with generally accepted accounting principles. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records

relating to this Agreement to the extent required by law. All such material shall be kept and maintained by Contractor during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County Contractor shall make the necessary arrangements at its own cost and expense to have such material made available to the County within the County's borders.

- 53.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 53.3 Failure on the part of Contractor to comply with any of the provisions of this Section 53 shall constitute a breach of this Agreement upon which County may terminate or suspend this Agreement under the terms of Section 27, Termination for Default.

54.0 WARRANTY AGAINST CONTINGENT FEES

- 54.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 54.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

55.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the identical software bundles, components, goods or services of any the same or similar quantity and delivery conditions to Los Angeles Police Department or California Highway Patrol at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to County. For the purposes of clarification, similar quantities shall be quantities that are within 35% of the quantities currently being purchased by County. County shall have the right, at County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Section 55 by review of Contractor's books and records. For the avoidance of doubt, this clause will not apply to future add-on orders and such price adjustments will not be applied retroactively.

56.0 CONFLICT OF INTEREST

- 56.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements shall be employed in any capacity by Contractor or have any other direct financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

- 56.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement which are applicable to it as a Software and Services provider. Contractor warrants that it is not now aware of any facts which do create an unlawful conflict of interest for Contractor. If a party hereafter becomes aware of any facts, which might reasonably be expected to create an unlawful conflict of interest for it, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

57.0 COMPLIANCE WITH APPLICABLE LAWS

- 57.1 Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines and directives, which apply to this Agreement and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) days to correct any noncompliance with such rules, regulations, ordinances, guidelines and directives following written notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and/or directives.

- 57.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability (including but not limited to claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees) arising from or related to any violation on the part of Contractor, its employees, agents or subcontractors of any such laws, rules, regulations, ordinances, guidelines or directives. Any legal defense pursuant to Contractor's indemnification obligations under this Section 57 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

58.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, and employees from any and all third party liability for, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and in the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control, and cooperate with Contractor in, the defense and any related settlement negotiations.

59.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

- 59.1 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 59.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of the Contractor's EEO Certification attached as Exhibit G.
- 59.3 Contractor shall ensure that applicants and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 59.4 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.
- 59.5 Contractor herein certifies, and will re-certify upon County request no more frequently than once per year, that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws including, but not limited to:
1. Title VII, Civil Rights Act of 1964;
 2. Section 504, Rehabilitation Act of 1973;
 3. Age Discrimination Act of 1975;
 4. Title IX, Education Amendments of 1973, as applicable; and
 5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B,
- and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.
- 59.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 59 when so requested by County.
- 59.7 If County finds that any of the provisions of this Section 59 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County's option, either for material breach under Section 27 of this Agreement, or for convenience under Section 28 of this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 59.7 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the

performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars (\$500) for each such violation, in lieu of termination or suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Section 27, Termination for Default.

60.0 RESTRICTIONS ON LOBBYING

60.1 Federal Funds Projects

If any Federal funds are to be used to pay for any portion of Contractor's work under this Agreement, County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all applicable certification and disclosure requirements.

60.2 County Projects

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement at County's option, either for material breach under Section 27 of this Agreement, or for convenience under Section 28 of this Agreement.

61.0 EMPLOYMENT ELIGIBILITY VERIFICATION

61.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).

61.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.

61.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

62.0 CONTRACT HIRING

62.1 Consideration of Hiring County Employees Targeted for Layoffs

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the work set forth herein, Contractor shall give first consideration for such employment openings to permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Agreement.

62.2 Consideration of GAIN/GROW Program Participants for Employment

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, Contractor shall give County employees first priority.

62.3 Prohibition against Inducement and Persuasion

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

63.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

If required by applicable law, Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided, in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

64.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

64.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

64.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by

the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

64.3 Non-responsible Contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

64.4 Contractor Hearing Board

64.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

64.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

64.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

64.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

64.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request

for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 64.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

64.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

65.0 FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services described in 42 United States Code Section 1395 through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

66.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and Subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, if required by law, in duplicate, to Internal Services Department, Purchasing, Attention:

Manager, Technology Acquisitions Section
Internal Services Department
1100 North Eastern Avenue, Room G115
Los Angeles, CA 90063

67.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

68.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

69.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

69.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

69.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

70.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, will be granted access to County facilities, subject to Contractor's prior notification to County's Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Manager.

71.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the applicable County's Project Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office

space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

72.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the applicable County's Project Manager, and County's Director of Internal Services Department, in their discretion.

73.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

74.0 SAFELY SURRENDERED BABY LAW

74.1 As required by applicable law, Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <http://babysafela.org> for printing purposes.

74.2 Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

75.0 RECYCLED PAPER

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in this Project.

76.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

76.1 Jury Service Program

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.020 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated herein.

76.2 Written Employee Jury Service Policy

- 76.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 76.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12 month period under one or more County contracts or subcontract. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 76.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program's definition of "Contractor" and/or Contractor continues to qualify for an exception to the Program.
- 76.2.4 Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.
- 77.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM
- 77.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 77.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor shall comply with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1073.5 relating to employment reporting for its employees, and shall fully comply with all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and

Family Code Section 5246(b).

- 77.3 Failure to comply with such state and federal reporting requirements, or failure to fully implement such lawfully served Orders or Notices, constitutes a default under the contract, and failure to cure the default within 90 days of notice by the County shall subject the contract to termination. Furthermore Contractor's failure to comply with these requirements may be cause for debarment.

78.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

79.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

80.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

81.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

82.0 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

83.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

84.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

85.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

86.0 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

86.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

86.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 86.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 86.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

-END OF EXHIBIT B-

IN WITNESS WHERE OF, the parties enter into this Agreement as the Effective Date.

AXON ENTERPRISE, INC.

COUNTY OF LOS ANGELES

By: Robert Driscoll 
(Authorized Signature)

Name: Robert Driscoll
(Please Print)

Title: VP, AGC

Date: 08/11/2020
01:10 PM PDT

By: Lorena Sandoval 
(Authorized Signature)

Name: Lorena Sandoval
(Please Print)

Title: PCA II

Date: 08/11/2020
01:23 PM PDT

EXHIBIT C

PRODUCT LIST AND PRICING SCHEDULE

LASO Unlimited Cost Proposal															
	Year	Months	Group	Qty	Item	List Monthly Cost	Net Monthly Cost	List Unit Cost	Net Unit Cost	Discount	PRE TAX	TOTAL COST	TOTAL DISCOUNTS	Taxability	
Year 1 - Phase 1 - (10/1/20 - 9/30/21)	1	12	Hardware	1248	Axon Body 3 Cameras			\$						Feeble	
			Hardware	156	Multi-Slot Docking Station			\$						Feeble	
			Hardware	156	Docking Station Wall Mount			\$						Feeble	
			Hardware	10	Single-Bay Docking Station			\$						Feeble	
			Software	1248	Unlimited BWC Users	\$								Feeble - sold with body camera	
			Software	100	Pro Evidence.com									Non-Taxable	
			Software	1248	Axon Auto Tagging	\$								Non-Taxable	
			Software	10	Single-Bay Dock TAP	\$								Non-Taxable	
			PSD	10	Full Service Training			\$							Feeble
							Subtotal							\$2,377,424.98	\$
Year 1 - Phase 2 - (10/1/21 - 9/30/22)	1	12	Hardware	1000	Axon Body 3 Cameras			\$						Feeble	
			Hardware	125	Multi-Slot Docking Station			\$						Feeble	
			Hardware	125	Docking Station Wall Mount			\$						Feeble	
			Hardware	10	Single-Bay Docking Station			\$						Feeble	
			Software	1000	Unlimited BWC Users	\$								Feeble - sold with body camera	
			Software	150	Pro Evidence.com									Non-Taxable	
			Software	1000	Axon Auto Tagging	\$								Non-Taxable	
			Software	10	Single-Bay Dock TAP	\$								Non-Taxable	
			Software	10	Single-Bay Dock TAP True-Up	\$								Non-Taxable	
			Software	1000	Unlimited TAP True-Up	\$								Feeble - includes future replacement of hardware	
				Subtotal							\$1,617,516.74	\$			
Year 1 - Phase 3 - (10/1/22 - 9/30/23)	1	12	Hardware	1000	Axon Body 3 Cameras			\$						Feeble	
			Hardware	125	Multi-Slot Docking Station			\$						Feeble	
			Hardware	125	Docking Station Wall Mount			\$						Feeble	
			Hardware	10	Single-Bay Docking Station			\$						Feeble	
			Software	1000	Unlimited BWC Users	\$								Feeble - sold with body camera	
			Software	150	Pro Evidence.com									Non-Taxable	
			Software	10	Single-Bay Dock TAP	\$								Non-Taxable	
			Software	1000	Axon Auto Tagging	\$								Non-Taxable	
			Software	10	Single-Bay Dock TAP True-Up	\$								Non-Taxable	
			Software	1000	Unlimited TAP True-Up	\$								Feeble - includes future replacement of hardware	
				Subtotal							\$1,599,922.95	\$			
Year 1 - Phase 4 - (10/1/23 - 9/30/24)	1	12	Hardware	1000	Axon Body 3 Cameras			\$						Feeble	
			Hardware	125	Multi-Slot Docking Station			\$						Feeble	
			Hardware	125	Docking Station Wall Mount			\$						Feeble	
			Hardware	10	Single-Bay Docking Station			\$						Feeble	
			Software	1000	Unlimited BWC Users	\$								Feeble - sold with body camera	
			Software	150	Pro Evidence.com									Non-Taxable	
			Software	10	Single-Bay Dock TAP	\$								Non-Taxable	
			Software	1000	Axon Auto Tagging	\$								Non-Taxable	
			Software	10	Single-Bay Dock TAP True-Up	\$								Non-Taxable	
			Software	1000	Unlimited TAP True-Up	\$								Feeble - includes future replacement of hardware	
				Subtotal							\$1,525,885.45	\$			
Year 1 - Phase 5 - (7/1/25 - 9/30/26)	1	12	Hardware	1000	Axon Body 3 Cameras			\$						Feeble	
			Hardware	125	Multi-Slot Docking Station			\$						Feeble	
			Hardware	125	Docking Station Wall Mount			\$						Feeble	
			Hardware	10	Single-Bay Docking Station			\$						Feeble	
			Software	1000	Unlimited BWC Users	\$								Feeble - sold with body camera	
			Software	255	Pro Evidence.com									Non-Taxable	
			Software	4	Single-Bay Dock TAP	\$								Non-Taxable	
			Software	1000	Axon Auto Tagging	\$								Non-Taxable	
			Software	4	Single-Bay Dock TAP True-Up	\$								Non-Taxable	
			Software	1000	Unlimited TAP True-Up	\$								Feeble - includes future replacement of hardware	
				Subtotal							\$1,460,493.99	\$			
Year 2 - (9/30/26)	2	12	Software	5248	Unlimited BWC Users	\$								Feeble - sold with body camera	
			Software	805	Pro Evidence.com	\$								Non-Taxable	
			Software	44	Single-Bay Dock TAP	\$								Non-Taxable	
			Software	5248	Axon Auto Tagging	\$								Non-Taxable	
				Subtotal							\$4,815,269.32	\$			
Year 3 - (9/30/27)	3	12	Software	5248	Unlimited BWC Users	\$								Feeble - sold with body camera	
			Software	805	Pro Evidence.com	\$								Non-Taxable	
			Software	44	Single-Bay Dock TAP	\$								Non-Taxable	
			Software	5248	Axon Auto Tagging	\$								Non-Taxable	
				Subtotal							\$4,815,269.32	\$			
Year 4 - (9/30/28)	4	12	Software	5248	Unlimited BWC Users	\$								Feeble - sold with body camera	
			Software	805	Pro Evidence.com	\$								Non-Taxable	
			Software	44	Single-Bay Dock TAP	\$								Non-Taxable	
			Software	5248	Axon Auto Tagging	\$								Non-Taxable	
				Subtotal							\$4,815,269.32	\$			
Year 5 - (9/30/29)	5	12	Software	5248	Unlimited BWC Users	\$								Feeble - sold with body camera	
			Software	805	Pro Evidence.com	\$								Non-Taxable	
			Software	44	Single-Bay Dock TAP	\$								Non-Taxable	
			Software	5248	Axon Auto Tagging	\$								Non-Taxable	
				Subtotal							\$4,815,269.32	\$			
TOTAL												\$27,902,688.00	\$	1.71%	
Maximum Amount												\$27,903,078.14			

Quantity Check	
Ax3 Cameras	5248
8-Bay Docks	695
Unlimited	5248
Pro	805
Auto Tagging	5248

Annual Spend	Discounts	Annual Total
Year 1		\$7,903,390.00
Year 2		\$4,426,896.00
Year 3		\$4,426,896.00
Year 4		\$4,426,896.00
Year 5		\$4,426,896.00
GRAND TOTAL		\$25,610,974.00

Fiscal Year Spend	Discounts	Annual Total
Year 1 (7/1/2020 - 6/30/2021)		\$6,567,349.00
Year 2 (7/1/2021 - 6/30/2022)		\$5,762,937.00
Year 3 (7/1/2022 - 6/30/2023)		\$4,426,896.00
Year 4 (7/1/2023 - 6/30/2024)		\$4,426,896.00
Year 5 (7/1/2024 - 6/30/2025)		\$4,426,896.00
GRAND TOTAL		\$25,610,974.00



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Exhibit C-2
Q-262637-44054.680JD

Issued: 08/11/2020

Quote Expiration: 09/30/2020

Account Number: 106304

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Chris Meadows
Los Angeles County Sheriff's Dept. - HQ
Attn: Chris Meadows
STARS Center
11515 S Colima Rd
Whittier, CA 90604
US

BILL TO

Los Angeles County Sheriff's Dept. - HQ
ATTN: ACCOUNTS PAYABLE
211 W TEMPLE ST, 5TH FL
LOS ANGELES, CA 90012
US

SALES REPRESENTATIVE

Megan Hardisty
Phone: 480-253-7854
Email: mhardisty@axon.com
Fax:

PRIMARY CONTACT

Chris Meadows
Phone: (562) 345-2732
Email: cameadow@lasd.org

Year 1 - Phase 1 (10/1/2020-9/30/2021)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	1,248			
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	1,248			
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	4,992			
73682	AUTO TAGGING LICENSE	60	1,248			
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	300			
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	100			
Hardware						
73202	AXON BODY 3 - NA10		1,248			
74210	AXON BODY 3 - 8 BAY DOCK		156			
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		156			
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1,372			
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		1,248			
87060	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	60	10			
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	10			
74211	AXON BODY 3 - 1 BAY DOCK		10			

Year 1 - Phase 1 (10/1/2020-9/30/2021) (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12				
73827	AB3 CAMERA TAP WARRANTY	60				
73828	AB3 8 BAY DOCK TAP WARRANTY	60				
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK					
73835	AUTO TAGGING LICENSE PAYMENT	60				
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12				
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK					
Services						
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1			
85055	AXON FULL SERVICE		1			
85055	AXON FULL SERVICE		1			
85055	AXON FULL SERVICE		1			
85055	AXON FULL SERVICE		1			
85055	AXON FULL SERVICE		1			
85055	AXON FULL SERVICE		1			
85055	AXON FULL SERVICE		1			
85055	AXON FULL SERVICE		1			
85055	AXON FULL SERVICE		1			
					Subtotal	2,174,704.00
					Estimated Shipping	0.00
					Estimated Tax	202,720.88
					Total	2,377,424.88

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		263			
74210	AXON BODY 3 - 8 BAY DOCK		58			
74211	AXON BODY 3 - 1 BAY DOCK		11			
87060	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	60	11			
74028	WING CLIP MOUNT, AXON RAPIDLOCK		263			
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		263			
Other						
73827	AB3 CAMERA TAP WARRANTY	60	263			
73828	AB3 8 BAY DOCK TAP WARRANTY	60	58			
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		58			
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		11			
Subtotal						0.00
Estimated Tax						0.00
Total						0.00

Year 1 - Phase 2 (1/1/2021-9/30/2021)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73746	PROFESSIONAL EVIDENCE.COM LICENSE	57	1,000			
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	57	1,000			
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	57	4,000			
73682	AUTO TAGGING LICENSE	57	1,000			
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	57	450			
73746	PROFESSIONAL EVIDENCE.COM LICENSE	57	150			
Hardware						
73202	AXON BODY 3 - NA10		1,000			

Year 1 - Phase 2 (1/1/2021-9/30/2021) (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
74210	AXON BODY 3 - 8 BAY DOCK		125			
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		125			
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1,100			
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		1,000			
74211	AXON BODY 3 - 1 BAY DOCK		10			
87060	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	9	10			
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	9	10			
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	3	10			
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	9	1,000			
73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	3	1,000			
73827	AB3 CAMERA TAP WARRANTY	57	1,000			
73828	AB3 8 BAY DOCK TAP WARRANTY	57	125			
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		125			
73835	AUTO TAGGING LICENSE PAYMENT	57	1,000			
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	9	150			
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		10			
					Subtotal	1,532,715.00
					Estimated Tax	141,247.45
					Total	1,673,962.45

Year 1 - Phase 3 (3/1/2021-9/30/2021)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73746	PROFESSIONAL EVIDENCE.COM LICENSE	55	1,000			
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	55	1,000			
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	55	4,000			

Year 1 - Phase 3 (3/1/2021-9/30/2021) (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
73682	AUTO TAGGING LICENSE	55	1,000			
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	55	450			
73746	PROFESSIONAL EVIDENCE.COM LICENSE	55	150			
Hardware						
73202	AXON BODY 3 - NA10		1,000			
74210	AXON BODY 3 - 8 BAY DOCK		125			
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		125			
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1,100			
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		1,000			
74211	AXON BODY 3 - 1 BAY DOCK		10			
87060	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	7	10			
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	7	10			
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	5	10			
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	7	1,000			
73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	5	1,000			
73827	AB3 CAMERA TAP WARRANTY	55	1,000			
73828	AB3 8 BAY DOCK TAP WARRANTY	55	125			
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		125			
73835	AUTO TAGGING LICENSE PAYMENT	55	1,000			
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	7	150			
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		10	0.00		
Subtotal						1,464,215.00
Estimated Tax						135,708.95
Total						1,599,923.95

Year 1 - Phase 4 (5/1/2021-9/30/2021)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73746	PROFESSIONAL EVIDENCE.COM LICENSE	53	1,000			
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	53	1,000			
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	53	4,000			
73682	AUTO TAGGING LICENSE	53	1,000			
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	53	450			
73746	PROFESSIONAL EVIDENCE.COM LICENSE	53	150			
Hardware						
73202	AXON BODY 3 - NA10		1,000			
74210	AXON BODY 3 - 8 BAY DOCK		125			
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		125			
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1,100			
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		1,000			
74211	AXON BODY 3 - 1 BAY DOCK		10			
87060	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	53	10			
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	5	10			
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	7	10			
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	5	1,000			
73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	7	1,000			
73827	AB3 CAMERA TAP WARRANTY	53	1,000			
73828	AB3 8 BAY DOCK TAP WARRANTY	53	125			
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		125			
73835	AUTO TAGGING LICENSE PAYMENT	53	1,000			

Year 1 - Phase 4 (5/1/2021-9/30/2021) (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	5	150			
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		10			
Subtotal						1,395,715.00
Estimated Tax						130,170.45
Total						1,525,885.45

Year 1 - Phase 5 (7/1/2021-9/30/2021)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73746	PROFESSIONAL EVIDENCE.COM LICENSE	51	1,000			
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	51	1,000			
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	51	4,000			
73682	AUTO TAGGING LICENSE	51	1,000			
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	51	765			
73746	PROFESSIONAL EVIDENCE.COM LICENSE	51	255			
Hardware						
73202	AXON BODY 3 - NA10		1,000			
74210	AXON BODY 3 - 8 BAY DOCK		125			
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		125			
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1,100			
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		1,000			
74211	AXON BODY 3 - 1 BAY DOCK		4			
87060	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	3	4			
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	3	4			
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	9	4			
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	3	1,000			

Year 1 - Phase 5 (7/1/2021-9/30/2021) (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	9	1,000			
73827	AB3 CAMERA TAP WARRANTY	51	1,000			
73828	AB3 8 BAY DOCK TAP WARRANTY	51	125			
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		125			
73835	AUTO TAGGING LICENSE PAYMENT	51	1,000			
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	3	255			
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		4			
Subtotal						1,336,041.00
Estimated Tax						124,452.99
Total						1,460,493.99

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	44			
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	5,248			
73835	AUTO TAGGING LICENSE PAYMENT	12	5,248			
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	805			
Subtotal						4,426,896.00
Estimated Tax						389,353.32
Total						4,816,249.32

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	44			
Other						
73309	AXON CAMERA REFRESH ONE		1,248			
73689	MULTI-BAY BWC DOCK 1ST REFRESH		156			
73309	AXON CAMERA REFRESH ONE		1,000			

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73689	MULTI-BAY BWC DOCK 1ST REFRESH		125			
73309	AXON CAMERA REFRESH ONE		1,000			
73689	MULTI-BAY BWC DOCK 1ST REFRESH		125			
73309	AXON CAMERA REFRESH ONE		1,000			
73689	MULTI-BAY BWC DOCK 1ST REFRESH		125			
73309	AXON CAMERA REFRESH ONE		1,000			
73689	MULTI-BAY BWC DOCK 1ST REFRESH		125			
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	5,248			
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		10			
73835	AUTO TAGGING LICENSE PAYMENT	12	5,248			
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	805			
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		10			
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		10			
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		10			
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		4			
Subtotal						4,426,896.00
Estimated Tax						389,353.32
Total						4,816,249.32

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	44			
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	5,248			
73835	AUTO TAGGING LICENSE PAYMENT	12	5,248			
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	805			
Subtotal						4,426,896.00
Estimated Tax						389,353.32
Total						4,816,249.32

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	44			
Other						
73310	AXON CAMERA REFRESH TWO		1,248			
73688	MULTI-BAY BWC DOCK 2ND REFRESH		156			
73310	AXON CAMERA REFRESH TWO		1,000			
73688	MULTI-BAY BWC DOCK 2ND REFRESH		125			
73310	AXON CAMERA REFRESH TWO		1,000			
73688	MULTI-BAY BWC DOCK 2ND REFRESH		125			
73310	AXON CAMERA REFRESH TWO		1,000			
73688	MULTI-BAY BWC DOCK 2ND REFRESH		125			
73310	AXON CAMERA REFRESH TWO		1,000			
73688	MULTI-BAY BWC DOCK 2ND REFRESH		125			
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	5,248			
73314	1-BAY DOCK AXON CAMERA REFRESH TWO		10			
73835	AUTO TAGGING LICENSE PAYMENT	12	5,248			
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	805			
73314	1-BAY DOCK AXON CAMERA REFRESH TWO		10			
73314	1-BAY DOCK AXON CAMERA REFRESH TWO		10			
73314	1-BAY DOCK AXON CAMERA REFRESH TWO		10			
73314	1-BAY DOCK AXON CAMERA REFRESH TWO		4			
					Subtotal	4,426,896.00
					Estimated Tax	389,353.32
					Total	4,816,249.32
Grand Total						27,902,688.00

Discounts (USD)

Quote Expiration: 09/30/2020

List Amount		
Discounts		
Total		25,610,974.00

**Total excludes applicable taxes*


Summary of Payments

Payment	Amount (USD)
Year 1 - Phase 1 (10/1/2020-9/30/2021)	2,377,424.88
Spares	0.00
Year 1 - Phase 2 (1/1/2021-9/30/2021)	1,673,962.45
Year 1 - Phase 3 (3/1/2021-9/30/2021)	1,599,923.95
Year 1 - Phase 4 (5/1/2021-9/30/2021)	1,525,885.45
Year 1 - Phase 5 (7/1/2021-9/30/2021)	1,460,493.99
Year 2	4,816,249.32
Year 3	4,816,249.32
Year 4	4,816,249.32
Year 5	4,816,249.32
Grand Total	27,902,688.00

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

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. 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:	<u>Lorena Sandoval</u> 	Date:	<u>08/11/2020 01:23 PM PDT</u>
Name (Print):	<u>Lorena Sandoval</u>	Title:	<u>PCA II</u>
PO# (Or write N/A):	<u>N/A</u>		

Please sign and email to Megan Hardisty at mhardisty@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



Los Angeles County Sheriff's Dept. - HQ

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

Exhibit 11a - Pricing Sheet (Axon Additional Offerings)

Matrix Line #	Category	Item Description	Proposer's Product Number	Unit of Measure (UOM)	Proposer's Unit Price	Assumptions	Fixed Pricing
Hardware							
		Signal Sidearm		Each		Signal Sidearm is a device placed on the firearm holster that will automatically activate the BWC when the firearm is removed from the holster. The device will be refreshed at 30 months with the camera and docks.	Y
50		Signal Sidearm Spare Adhesive Mount Installation Kit	7502	Each			Y
		Flex Camera includes camera, battery, uniform mount, wall charger, car charger, and USB connection cable	11528 & 11533	Each		Includes 4 mount per camera purchased	Y
		Axon Body 3 - 8 Bay Dock	74210	Each		Includes 1.1 North American Power Cord	Y
		Docking cradle wall mount	70033	Each			Y
		Axon Body 3 - 1 Bay Dock	74211	Each			Y
		2 Bracket Mount, Mens	74018	Each			Y
		2 Bracket Mount, Womens	74019	Each			Y
		Magnet Mount, Flexible	74020	Each			Y
		Magnet Mount, Flexible Reinforced	71026	Each			Y
		Magnet Mount, Thick Outerwear	74021	Each			Y
		Sm Pocket Mount, 4 in	74022	Each			Y
		Lg Pocket Mount, 6 in	74023	Each			Y
		Wing Clip Mount	74028	Each			Y
		North America Power Cord for Docking Stations (incl. free in purchases with Docks)	71019	Each			Y
		Low Rider, Headband Mount, Flex 2	71037	Each			Y
		Axon Body 3 Camera	73202	Each		Includes 1 mount per camera purchased	Y
		Axon Body 3 Camera Battery	73205	Each			Y
		Mobile Mount, Single	11507	Each			Y
		Mobile Mount, Double	11508	Each			Y
		Ballistic Vest Mount, Flex 2	11509	Each			Y
		Ballistic Vest Mount, Flex 2	11534	Each			Y
		USB-C to USB-A Cable for AB3 or Flex 2 Camera	11536	Each			Y
		Dock, Flex 2, 1-Bay	11537	Each			Y
		Dock, Flex 2, 6-Bay	11544	Each		Includes 1.1 North American Power Cord	Y
		Oakley Flak Jacket Kit, Flex 2	11545	Each			Y
		Collar Mount, Flex 2	11546	Each			Y
		Epaulette Mount, Flex 2	11547	Each			Y
		Ballcap Mount, Flex 2	11548	Each			Y
		Universal Helmet Mount, Flex 2	11549	Each			Y
		Tactical SWAT Kit w/ Arc Ball, Flex 2	11554	Each			Y
		Oakley Clip, Flex 2	11555	Each			Y
		Ballistic Vest Mount, Flex 2	11615	Each			Y
		Arc Ball Mount, Flex 2					Y
		Basic License	87101 - 87501	Each		Basic license is for users that will need to access, upload, review, and share BWC videos in Evidence.com Pro licenses is for users that require additional functionality such as admin capabilities, redaction, Axon Citizen and reporting. Assumption is 206 Pro licenses are needed.	Y
52		Pro License	80022 - 80026	Each			Y
	Software	Auto-tagging	80052 - 80056	Each		Auto-tagging is strongly recommended for all agencies. The auto-tagging feature will automatically associate CUD incident number to BWC videos. This eliminates the need for deputies to manually tag videos.	*Please see note below
		Aware				Aware will provide the agency the ability to for mapping of recording BWC's and gunshot detection.	*Please see note below
		Aware +	73665	Each			*Please see note below
		Redaction Assistant	73666	Each		Aware + will allow for live streaming of BWC. Please note, Aware features are included at no additional cost.	*Please see note below
		Performance	73543	Per Year		Redaction Assistant will provide the agency a tool that automatically redacts faces, license plates, and MDT's.	*Please see note below
10		Citizen for Communities	73427	Per BWC User		Performance tool will allow supervisors to measure BWC policy performance and determine areas for ongoing training.	*Please see note below
		Auto-transcribe on demand	73624	Per Year		Citizen for Communities allows for easily collecting digital evidence from the public using portals for community submissions.	*Please see note below
		Standards		Each		Auto-transcribe leverages powerful AI and UI to review evidence and transcribe evidence faster than ever. Within minutes, the Review Assistant feature creates a machine-generated transcript that enables keyword searches and quick scanning to find the important moments for investigations, report writing, and supervisor reviews. When a court transcript is needed, the Transcription Assistant feature provides ASD users quick and easy tools to make corrections in the auto-transcript	*Please see note below
11		Technology Assurance Plan 1-Bay Flex 2 Dock	73639	Each		Standards is a use-of-force and IA reporting module that allows for streamlined report writing easily pulling in the body-worn video to the report, task delegation, auto-reminders and robust data management capabilities.	*Please see note below
		Technology Assurance Plan 6-Bay Flex 2 Dock	87057	Each		Annual payment for warranty + technology replacement contingent upon 30 months of cumulative TAP payments for Flex 2 1-Bay Docks	Y
		Technology Assurance Plan Body 3 Camera	87059	Each		Annual payment for warranty + technology replacement contingent upon 30 months of cumulative TAP payments for Flex 2 6-Bay Docks	Y
		Technology Assurance Plan Camera and Controller	87063	Each		Applicable for Body 3 cameras that are purchased as a secondary camera when the deputy already has a valid evidence.com license & primary camera. Warranty + technology replacement contingent upon 30 and 60 months of paid into TAP	Y
		Technology Assurance Plan 1-Bay Body 3 Dock	87068	Each		Applicable for Flex 2 cameras that are purchased as a secondary camera when the deputy already has a valid evidence.com license & primary camera. warranty + technology replacement contingent upon 30 and 60 months of paid into TAP	Y
		Technology Assurance Plan 8-Bay Body 3 Dock	87061	Each		Annual payment for warranty + technology replacement contingent upon 30 months of cumulative TAP payments for AB3 1-Bay Docks	Y
			87062	Each		Annual payment for warranty + technology replacement contingent upon 30 months of cumulative TAP payments for AB3 8-Bay Docks	Y

EXHIBIT D
CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance is by and between the County of Los Angeles ("County") and _____ ("Contractor") and made pursuant to the Software License Agreement Dated _____, 20__ (the "Agreement") between County and Contractor. Except as otherwise noted in this Certificate of Acceptance, the capitalized terms used herein shall have the same meanings ascribed to them as in the Agreement.

By signing below, County hereby acknowledges that the applicable deliverable meets the Acceptance Criteria (as defined in the body of the Agreement) and that County accepts such deliverable as of _____, 20__ (hereinafter "Acceptance").

Title of Contractor Deliverable: _____

Contractor Part Number: _____

_____ COUNTY ACCEPTS THE DELIVERABLE

_____ COUNTY REJECTS THE DELIVERABLE

In witness whereof, County and Contractor acknowledge Acceptance of the Applicable Deliverable by their signatures below.

COUNTY OF LOS ANGELES

Authorized Signature

Authorized Signature

Print Name

Print Name

Print Title

Print Title

Date

Date

EXHIBITS E – J**PAGE**

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PARTICIPATING ENTITIES

PARTICIPATING PUBLIC AGENCIES

COUNTY AND VENDOR AGREE THAT OTHER GOVERNMENTAL ENTITIES, INCLUDING BUT NOT LIMITED TO: STATES, COUNTIES, CITIES, SPECIAL DISTRICTS, POLITICAL SUBDIVISIONS, SCHOOL DISTRICTS, HIGHER EDUCATION, AND OTHER MUNICIPALITIES (“PARTICIPATING PUBLIC AGENCIES”) MAY PURCHASE PRODUCTS OR SERVICES DEFINED HEREIN ON THE SAME TERMS AND CONDITIONS AS THE COUNTY, SUBJECT TO ANY APPLICABLE LOCAL PURCHASING ORDINANCES AND THE LAWS OF THE STATE OF PURCHASE.

COUNTY AND VENDOR AGREE THAT OTHER LOS ANGELES COUNTY DEPARTMENTS MAY PURCHASE PRODUCTS OR SERVICES DEFINED HEREIN ON THE SAME TERMS, CONDITIONS, AND PRICING AS THE COUNTY, SUBJECT TO ANY APPLICABLE LOCAL PURCHASING ORDINANCES.

THE COUNTY SHALL NOT BE CONSTRUED AS A DEALER, RE-MARKETER, REPRESENTATIVE, PARTNER OR AGENT OF ANY TYPE OF THE SUPPLIER.

PARTICIPATING PUBLIC AGENCIES SHALL BE RESPONSIBLE FOR THE ORDERING OF PRODUCTS UNDER THIS AGREEMENT. PAYMENT FOR PRODUCTS OR SERVICES AND INSPECTIONS AND ACCEPTANCE OF PRODUCTS OR SERVICES ORDERED BY A PARTICIPATING PUBLIC AGENCY SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PROCURING PARTY.

THE COUNTY SHALL NOT BE OBLIGATED, LIABLE OR RESPONSIBLE FOR ANY ORDER MADE BY ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF FOR ANY PAYMENT REQUIRED TO BE MADE WITH RESPECT TO SUCH ORDER; AND THAT ANY DISPUTES BETWEEN A PARTICIPATING PUBLIC AGENCY AND THE SUPPLIER ARE NOT THE RESPONSIBILITY OF THE COUNTY. THE EXERCISE OF ANY RIGHTS OR REMEDIES BY THE PARTICIPATING PUBLIC AGENCY OR SUPPLIER SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PARTY.

THE COUNTY MAKES NO REPRESENTATION OR GUARANTY WITH RESPECT TO ANY MINIMUM PURCHASES BY THE COUNTY OR ANY PARTICIPATING PUBLIC AGENCY.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME Axon Enterprise Contract No. MA-IS-2140024

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: Robert Driscoll 

DATE: 08/11/2020
01:10 PM PDT

PRINTED NAME: Robert Driscoll

POSITION: VP, AGC

CONTRACTOR'S EEO CERTIFICATION

Axon Enterprise, Inc.

Contractor Name

Axon Enterprise

Address

Scottsdale, AZ

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

Robert Driscoll

Authorized Official's Printed Name and Title

Robert Driscoll

08/11/2020
01:10 PM PDT

Authorized Official's Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
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CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

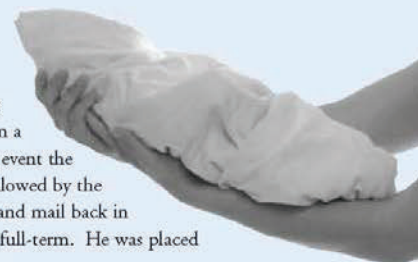
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

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www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all

information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or

Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity

available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;

- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate

may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its

responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

APPENDIX B

STATEMENT OF WORK FOR COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT BODY WORN CAMERA AND DIGITAL EVIDENCE MANAGEMENT SYSTEM

RFP#19255005

NOTICE TO RFP PROPOSERS

THIS DOCUMENT INCLUDES THE REQUIREMENTS KNOWN TO COUNTY AS OF THE DATE OF ISSUANCE OF THE RFP.

THIS DOCUMENT DOES NOT STAND ALONE AND MUST BE READ AND REVIEWED IN CONNECTION WITH ALL OTHER PARTS OF THE RFP, INCLUDING ANY APPENDICES, EXHIBITS, AND ATTACHMENTS ATTACHED HERETO OR THERETO.

THIS APPENDIX B MAY BE UPDATED TO REFLECT THE SELECTED PROPOSAL PRIOR TO THE NEGOTIATION OF THE RESULTANT CONTRACT.

BODY WORN CAMERA AND DIGITAL EVIDENCE MANAGEMENT SYSTEM

STATEMENT OF WORK

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1 INTRODUCTION

1.1 PURPOSE

This Appendix B, Statement of Work (SOW) is comprised of tasks, deliverables, goods, and services (“Services”) the Contractor (“Contractor”) will provide to the County of Los Angeles (“County”) Body Worn Cameras (BWC), Training BWC (non-operable or operable), docking cradles, BWC accessories (batteries, uniform mounts, wall and car chargers, and USB connection cables), docking cradle wall mounts (if available), Android cellular software application, Apple iOS cellular software application, and a Digital Evidence Management System (“DEMS”) as a total solution (“Solution”).

This Solution acquisition shall include hardware, software, maintenance and support, and professional services covering the following solution’s project phases:

- Implementation
- Mid-contract term Equipment refresh and replacements
- Ongoing support and maintenance.

During the entire Contract term, this Solution shall be attained as a Software as a Service (SaaS) procurement.

The primary County Departments under this Appendix B include the Sheriff’s Department (“Sheriff” or “LASD”), District Attorney’s Office (“District Attorney” or “DA”), Public Defender (“PD”), and Alternate Public Defender (“APD”).

1.2 BACKGROUND

1.2.1 Sheriff’s Department

LASD is a law enforcement agency which serves Los Angeles County, California – an area of more than 4,000+ square miles with a population of almost 10 million people (2013 U.S. Census). It is the largest Sheriff’s Department in the U.S., with 19,000+ employees. LASD provides general law enforcement services to 40 contract cities, 90 unincorporated communities, 216 County-owned facilities, hospitals, and clinics located throughout the County, 9 community colleges, the Metropolitan Transit Authority and 47 Superior Courts. LASD also provides services such as criminal forensic science, criminal person identification, and academy training to smaller law enforcement agencies within the County. Additionally, the LASD is responsible for securing approximately 18,000 inmates daily in 7 custody facilities, which includes providing food and medical treatment.

1.2.2 District Attorney

The Los Angeles County District Attorney's Office is the largest local prosecutorial office in the United States. Members of the District Attorney's staff strive to vigorously, effectively and fairly prosecute all those who break laws in Los Angeles County and see that those convicted are appropriately punished. The office's top priority is the prosecution of violent and dangerous criminals – murderers, rapists, gang members, child abusers and robbers among them. Nearly 1,000 attorneys, known as deputy district attorneys, prosecute more than 71,000 serious crimes called felonies throughout Los Angeles County each year. The District Attorney's Office prosecutes cases in a large geographical area covering more than 4,000square miles. Its jurisdiction stretches from the Antelope Valley to Long Beach and from Pomona to Malibu. Los Angeles County, with more than 10 million residents, is the nation's most populous County – larger in population than 42 states. Criminal cases are filed at the Clara Shortridge Foltz Criminal Justice Center in downtown Los Angeles and at branch, area and juvenile courthouses throughout Los Angeles County. Deputy district attorneys work closely with local law enforcement personnel in their respective regions to investigate and prosecute criminal activity. Deputy district attorneys also are assigned to specialized units established to combat gangs, public corruption, organized crime, family violence, hate crimes, elder abuse, consumer fraud and other high-impact crimes. The Los Angeles County District Attorney's Office maintains a staff of nearly 300 sworn peace officers, known as DA investigators, who conduct some of the most unique, sensitive and complex criminal investigations in law enforcement.

1.2.3 Public Defender

The Public Defender provides constitutionally mandated legal representation to indigent criminal defendants and juveniles in the Superior Court of the County as well as in State and federal appellate courts. The Department strives to defend the liberties of indigent clients, protect their rights, and advocate for clients' access to resources in order to be productive members of the community. The Los Angeles County Public Defender has 36 office locations throughout the county. Integral to supporting the department's mission is a team of more than 1,100 employees including more than 700 attorneys, as well as paralegals, investigators, psychiatric social workers, and administrative/support staff.

1.2.4 Alternate Public Defender

Provides legal representation to indigent defendants the Public Defender is unable to represent, due to a conflict of interest, for court proceedings in the Superior Court and for appeals to higher courts.

1.3 OBJECTIVE

The Sheriff's Department recognized that cellphone videos, social media, and many other advances in technology have resulted in almost instant postings of law enforcement videos on-line and in the media. These videos are constantly being scrutinized and the community has demanded more accountability. In response, law enforcement agencies across the Nation have turned to BWC as a solution. National studies show the use of a BWC prove beneficial in reducing service complaints, civil liability claims, and use-of-force incidents. The BWC provides video and audio documentation, which supplements and corroborates written reports. In addition, both criminal and administrative investigations will be enhanced with the availability of audio and video documentation.

The County's goal is to procure an integrated Solution, with five-thousand-two-hundred-forty-eight (5,248) active BWC, two-hundred (200) Training BWC (non-operable or operable), one-thousand-one-hundred-forty-eight (1,148) multi-slot docking cradles, two-hundred-ten (210) one-slot docking cradles (if available), BWC accessories (batteries, uniform mounts, docking cradle wall mounts (if available), wall and car chargers, and USB connection cables), Android cellular software application, Apple iOS cellular software application, and a Digital Evidence Management System (DEMS) for the Contract term. The Solution must meet all County requirements as specified in this SOW and the Functional and Technical Requirements.

1.4 DEFINITIONS

- 1.4.1 **“Active Directory Federation Services” (ADFS)** shall mean an authentication and authorization service, developed by Microsoft, that runs on Windows Server. ADFS provides Users with single sign-on access between enterprise environments and web applications.
- 1.4.2 **“Body Worn Camera” (BWC)** shall mean a wearable audio and video recording system used to record events in which police officers or other law enforcers are involved.
- 1.4.3 **“BWC Accessories”** shall mean BWC batteries, uniform mounts, wall and car chargers, and USB connection cables.
- 1.4.4 **“Computer Aided Dispatch” (CAD)** shall mean a LASD application that enables deputies in the field to gather information on wanted subjects or stolen vehicles, receive calls for service, and enter observations.
- 1.4.5 **“County Project Director”** shall have the meaning specified in Paragraph 20.1 (County's Project Director) of Exhibit A (Additional Terms & Conditions – Administration).

- 1.4.6 **“County Project Manager”** shall have the meaning specified in Paragraph 20.2 (County’s Project Manager) of Appendix A, Exhibit A (Additional Terms & Conditions – Administration).
- 1.4.7 **“Digital Evidence” (DE)** shall mean information stored or transmitted in electronic form that may be relied on in court including, but not limited to: body worn camera videos, photographs, and audio files.
- 1.4.8 **“Digital Evidence Management System” (DEMS)** shall mean a web application used to manage digital evidence including, but not limited to: body worn camera videos, photographs, and audio files.
- 1.4.9 **“Docking Cradle”** shall mean a device used to charge multiple BWC while simultaneously and automatically downloading/uploading video files from BWC to the DEMS environment.
- 1.4.10 **“Services”** shall refer to the tasks, deliverables, goods, services and other work the Contractor will provide to the County to deliver BWC and a DEMS Solution.
- 1.4.11 **“Sheriff Executive Steering Committee”** shall mean a committee of Sheriff’s representatives that decides on the priorities or order of business for Solution implementation and manages the general course of its operations.
- 1.4.12 **“Solution”** shall mean an integrated Solution, with five-thousand-two-hundred-forty-eight (5,248) active BWC, two-hundred (200) Training BWC (non-operable or operable), one-thousand-one-hundred-forty-eight (1,148) multi-slot docking cradles, two-hundred-ten (210) one-slot docking cradles (if available), BWC accessories (batteries, uniform mounts, wall and car chargers, and USB connection cables), docking cradle wall mounts (if available), Android cellular software application, Apple iOS cellular software application, and a DEMS that meets the requirements as specified in this SOW and Appendix B-1, Functional and Technical Requirements.
- 1.4.13 **“Software as a Service” (SaaS)** shall mean a model of software deployment where an application is licensed for use as a managed cloud subscription provided to customers over the internet.
- 1.4.14 **“Training BWC”** shall mean a non-operable or operable BWC used for training purposes with the exact dimensions, buttons, and ports as the active model. Training Non-Operable or Operable BWC shall not upload videos to DEMS environment.
- 1.4.15 **“User”** shall mean an authorized user who uses the BWC and/or associated software including, but not limited to: DEMS, Android cellular software application, and Apple iOS cellular software application.

1.5 SCOPE OF WORK

The general scope of work for the Contractor under this Contract shall include, but not be limited to, providing a proven Solution that is durable, secure, reliable, cloud-hosted, comprehensive, and meets the overall needs of the County.

This Statement of Work (SOW) describes the Services required of the Contractor to implement and maintain the Solution. The implemented Solution will improve the County's ability to efficiently, effectively and accurately capture and record digital videos of law enforcement operations, integrate and interface with County operations, improve workflows, provide cloud hosting environment(s) for archiving, searching and editing subsequent versions of the retained original for presentation or forensic review. The Solution must comply with all BWC and DEMS regulations according to industry standards/guidelines, and data security requirements as agreed upon in this SOW, BWC Negotiation Matrix, and Appendix B-1, Functional and Technical Requirements. Full Solution implementation must be completed no later than 3 years from contract execution.

The Tasks and Deliverables section in this SOW outline the scope of Contractor's Services including:

- Project Kickoff
- Project Planning and Management
- Location Readiness Assessment and Reports
- Digital Evidence Management System Environments Establishment and Review of Body Worn Camera Policy
- Build/Test Interfaces with County Systems
- Training Services
- Solution Implementation
- Solution Security and Backups
- Equipment Warranty, Spares, Refresh and Optional Replacements
- Solution Maintenance and Support and 24/7 Help Desk Support
- Technology Expert Representation
- User Conferences, Webinars, and Product Development/Enhancement
- Transition Services

1.6 PROJECT GOVERNANCE

This project will be overseen and monitored by the Sheriff Executive Steering Committee, County Project Director and County Project Manager, all of whom will monitor Contractor activities, personnel and progress on this project pursuant to the Contract.

1.7 RESPONSIBILITIES

This project is being undertaken with the following responsibilities, but should not be limited to the following:

1.7.1 Contractor Responsibilities

1. The Contractor shall be required to provide Body Worn Camera Digital Evidence Management System Services, as applicable, twenty-four hours per day, 7 days per week, for the term of the Contract, unless otherwise approved by the County Project Manager. Axon can provide 99.99% uptime;
2. Contractor shall perform all work at County facilities, unless otherwise authorized in writing by the County Project Manager.
3. All Contractor personnel, who are expected to work in County facilities unsupervised, including subcontractor personnel, shall undergo and pass a background and security investigation prior to beginning work. Contractor personnel who are expected to perform work at County facilities unsupervised shall physically report to the Civilian Background Unit for a background check. Contractor personnel who are not expected to perform work at County facilities may conduct a remote background which may involve a live scan submission at an approved location near their residence and a phone interview;
4. Contractor personnel shall wear photo ID badges at all times;
5. Contractor personnel shall not take any photos of County facilities without the prior written approval of the County Project Manager;
6. Contractor personnel shall park their vehicles in designated spaces provided;
7. Contractor must state Contractor's on-site work requirements which must be approved by the County Project Manager;
8. Contractor shall have two (2) or more services technicians on staff who are capable of responding to onsite service calls to any equipment location in the County [except Catalina] within twenty-four (24) hours of notification by County Axon will work with the County to determine if onsite support is necessary to address the issue(s); and
9. Contractor shall attend meetings with all levels of Department personnel including but not limited to:
 - a. Executive Management
 - b. End Users and business experts
 - c. Technical support staff and programmers
 - d. Cross functional teams from various units and departments.

1.7.2 County Responsibilities

1. County Project Manager will provide clarification on any business or technical requirements;
2. County Project Manager will provide project oversight and management;
3. County will provide Executive sponsorship and user agreement and acceptance;
4. County will provide the infrastructure, office space, and user workstations required for Contractor's on-site work;
5. County will provide network connectivity for Contractor to work on-site;
6. County will provide equipment (projector and laptop) to be used at all meetings. Contractor can use their own compatible equipment if preferred; and
7. Upon Contractor's request for clarifying information regarding the project, County will provide Contractor with timely information in order to ensure that the project remains on track.

2 PROJECT TASKS AND DELIVERABLES

Throughout the Contract Term, under the direction of the County Project Manager, the Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project tasks and deliverables, and establish a project control and reporting system which shall provide routine and realistic assessments of progress against the approved Project Control Document (PCD).

Contractor shall review contents of deliverables with the County Project Manager in order to validate the agreed upon expectations. Contractor shall provide one (1) hard copy and one (1) electronic copy (in Microsoft Office 2013 or higher: PowerPoint, Word, Excel, Visio and Project) of all final versions of deliverables, as applicable. Deliverables will be reviewed and approved by the County Project Manager.

2.1 TASK 1 – PROJECT KICKOFF

2.1.1 Contractor shall plan and conduct a Project Kickoff Meeting with LASD, DA, PD, APD, Sheriff Executive Steering Committee, and other project stakeholders. Contractor shall develop a draft meeting agenda prior to conducting the meeting. The draft meeting agenda shall include the following content:

2.1.1.1 Project scope and deliverables

2.1.1.2 Project governance

2.1.1.3 Team and roles

2.1.1.4 High level project plan

2.1.1.5 Project success factors

2.1.1.6 Potential risks

2.1.1.7 Team communication procedures

2.1.1.8 Project management methodology

2.1.1.9 Work environment

2.1.1.10 Questions and answers

2.1.2 Contractor shall submit a draft meeting agenda to the County Project Manager within two (2) business days after Contract execution to County Project Manager for approval.

- 2.1.3 Contractor shall conduct the Project Kickoff Meeting within five (5) business days after Contract execution.

DELIVERABLE 1 – PROJECT KICKOFF

- ☐ Project kickoff presentation agenda
- ☐ Project kickoff presentation

Contractor shall carry out the activities described in Task 1. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

2.2 TASK 2 – PROJECT PLAN AND MANAGEMENT

- 2.2.1 Throughout the term of this Contract, Contractor's Project Manager, under the direction of the County Project Director, shall provide full project management oversight and control of all project activities and deliverables throughout the Project lifecycle. Contractor shall develop and submit a PCD to the County Project Manager within ten (10) business days after the Contract execution date for review and approval. The PCD shall describe the processes and procedures to govern, manage, and administer the work to be completed in this SOW. The PCD shall include the general order in which the tasks shall be performed (some tasks may be conducted in parallel). The contents of the PCD shall include the following, but not limited to:

- 2.2.1.1 Project Governance – describes the Project organization, roles and responsibilities. This should include the County Project team and key personnel, and any additional relevant organizational relationships, as well as a description of the primary roles and responsibilities;
- 2.2.1.2 Project Management Processes – summarizes the procedures for managing Project documentation, Communication Plan, Project planning and status reporting, deliverable review and approval, issue escalation and resolution, risk management, and change control management;
- 2.2.1.3 Project Scope – describes the scope of services to include, objectives, approach, milestones, and the components necessary to achieve Solution implementation;
- 2.2.1.4 Security Plan - describes the security standards and procedures for ensuring the confidentiality, integrity, and availability of all Solution components and resources including BWC, DEMS, and

third-party components. The Security Plan shall include descriptions of system access, role-based access controls, use and resource security, system and data integrity, data classification and restrictions, risk management, security incident response, security awareness and training, security audits, Contractor and County responsibilities, and Contractor data access permissions;

- 2.2.1.5 Operational Management Plan – describes how records, videos, and other data are maintained, retained, archived, and deleted;
 - 2.2.1.6 Detailed Work Plan – includes an editable Microsoft Project2013 or higher (.mpp) file identifying all resources to be allocated to the project, deliverables, required tasks, number of hours estimated to complete each task, the master schedule/timeline, critical path dependencies, and parallel tasks. A PDF version of the Gantt chart and Work Breakdown Schedule shall be included;
 - 2.2.1.7 Deliverables List – A list of the Deliverables to be produced for each task, including a paragraph description of each Deliverable; and
 - 2.2.1.8 Responsibilities – A listing of all relevant responsibilities made in the development of the Detailed Work Plan. All responsibilities must be documented and agreed upon by the County Project Manager.
- 2.2.2 Contractor shall provide a designated Project Manager for the duration of the Contract. Contractor Project Manager shall provide on-site support when requested by the County Project Manager.
 - 2.2.3 Contractor shall actively participate in and attend weekly project status meetings led by the County Project Manager, which may also include key project team members from multiple County Departments. The weekly project meeting schedule will be provided by the County Project Manager. Axon will be onsite to the extent Federal, State and County travel and health directives allow, and within guidelines prescribed by same.
 - 2.2.4 Prior to each weekly project status meeting, Contractor shall update the PCD.
 - 2.2.5 During the weekly project status meetings, Contractor shall be prepared to discuss agenda items in detail; including, but not limited to the status of the project, issues, and project schedule. Contractor shall take and maintain the minutes of major discussion points, decisions, and action items. Contractor shall provide meeting minutes before the following project status meeting as an agenda item for review and approval. In some instances, at

the County Project Manager's direction, Contractor shall provide handouts necessary for the project meetings.

- 2.2.6 County Project Manager shall have the option to change the frequency of the meetings as the project progresses, as well as the choice to cancel a particular meeting at their discretion.

DELIVERABLE 2 – PROJECT PLAN AND MANAGEMENT

- ☐ PCD
- ☐ Weekly project status meetings
- ☐ Meeting handouts
- ☐ Meeting minutes

Contractor shall carry out the activities described in Task 2. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

2.3 TASK 3 – LOCATIONS READINESS ASSESSMENT AND REPORTS

- 2.3.1 Contractor shall assess and report Solution implementation readiness for each LASD location identified in Body Worn Camera Equipment and Locations, Exhibit 1 of Appendix B, SOW. The readiness assessment reports shall include:

- 2.3.1.1 System hardware and software setup, installation, and configuration including cameras, docking cradles and other related items;
- 2.3.1.2 Site network and infrastructure;
- 2.3.1.3 Bandwidth estimates/requirements;
- 2.3.1.4 IP Requirements (dynamic, static, & network address translation);
- 2.3.1.5 Compression ratios/types;
- 2.3.1.6 Video resolution;
- 2.3.1.7 File size/types;
- 2.3.1.8 Upload schedule;
- 2.3.1.9 Stream and bit rate for video playback;

2.3.1.10 Pre-implementation tasks and responsibilities; and

2.3.1.11 Recommendations and options.

2.3.2 Contractor shall submit all readiness reports on five (5) stations as assigned by County Project Manager within twenty (20) business days after Contract execution to County Project Manager. Subsequent stations will be reported in groups of five as assigned by the County Project Manager in twenty (20) business day increments.

DELIVERABLE 3 – LOCATIONS READINESS ASSESSMENT AND REPORTS

☐ Readiness assessment reports

Contractor shall carry out the activities described in Task 3. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

2.4 TASK 4 – DIGITAL EVIDENCE MANAGEMENT SYSTEM ENVIRONMENTS ESTABLISHMENT AND REVIEW BODY WORN CAMERA POLICY

2.4.1 Contractor shall establish separate, independent cloud Production DEMS environments, each with full DEMS service functionality as specified in this SOW and Appendix B-1, Functional and Technical Requirements for LASD, DA, PD, and APD. Establishment of cloud Production DEMS environments shall include, at a minimum:

2.4.1.1 Setup and configuration of cloud infrastructure including unlimited storage;

2.4.1.2 Setup, configuration, and integration of all Solution components including, but not limited to: DEMS, Android cellular software application and Apple iOS cellular software application;

2.4.1.2.1 Unlimited concurrent User licenses for evidence.com lite, and unlimited downloads shall be provisioned for all Solution components including, but not limited to: DEMS, Android and Apple iOS cellular software applications;

2.4.1.3 Troubleshooting and resolution of all DEMS and related IT issues;

2.4.1.4 Setup and configuration of security User groups and access permissions;

- 2.4.1.5 Setup and configuration of County policies in Solution's Agency Settings, Security Settings, Devices, and Applications Configuration of County settings within Axon evidence (e.g., crime codes, retention policy, locations);
- 2.4.2 Contractor shall establish a Test/Train cloud environment for LASD. Establishment of cloud Test/Train cloud environment shall include, at a minimum:
 - 2.4.2.1 Setup and configuration of cloud infrastructure including 500 gigabytes of storage. Data that is deemed of value to the County in the event of a critical incident will be transferred to the County's production instance. Setup, configuration, and integration of Solution components including, but not limited to: Android cellular software application and Apple iOS cellular software application;
 - 2.4.2.1.1 Two-hundred-fifty (250) concurrent User licenses and unlimited application uploads shall be provisioned for all Solution components including, but not limited to: DEMS, Android and Apple iOS cellular software applications. Axon View provides unlimited uploads and Axon Capture capabilities are tied to Pro licenses;
 - 2.4.2.2 Troubleshooting and resolution of all DEMS and related IT issues;
 - 2.4.2.3 Setup and configuration of security User groups and access permissions;
 - 2.4.2.4 Setup and configuration of County policies into County's test instance to mirror Solution's Agency Settings, Security Settings, Devices, and Applications in Production instance Configuration of County settings within Axon evidence (e.g., crime codes, retention policy, locations);
- 2.4.3 Contractor shall provide a mechanism to share LASD BWC evidence amongst DA, PD, County Counsel, and APD DEMS environments. The method of sharing evidence shall be electronically via native Partner Sharing. Data may also be shared via API or webcall using Sercure-Link in cases where data can be shared with other County applications.
- 2.4.4 Contractor shall establish a proper evidence handling protocol and chain of custody process to electronically transfer LASD BWC evidence to non-County defense attorneys that have been filed by the District Attorney and any city attorney within the County of Los Angeles.

- 2.4.5 Contractor shall provide guidance and assistance for each County Department's configuration of security, roles, permissions, categories, retention, integration, dictionaries, and any other specific settings within DEMS.
- 2.4.6 Contractor and County shall document Solution test cases and test scenarios for User acceptance testing.
- 2.4.7 Contractor shall provide recommendations to align with industry best practices based upon Contractor's experience implementing BWC and DEMS Solutions.
- 2.4.8 Contractor shall establish and configure all DEMS environments within ten (10) business days after Contract execution. Axon configuration is dependent upon the readiness of Axon and the County.

**DELIVERABLE 4 – DIGITAL EVIDENCE MANAGEMENT SYSTEM ENVIRONMENTS
ESTABLISHMENT AND REVIEW BODY WORN CAMERA POLICY**

- ☐ Establish DEMS environments
- ☐ Document test cases and test scenarios
- ☐ Provide best practice recommendations for BWC and DEMS Solution implementation

Contractor shall carry out the activities described in Task 4. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

2.5 TASK 5 – BUILD/TEST INTERFACES WITH COUNTY SYSTEMS

- 2.5.1 Contractor shall provide the necessary programing and processing application design, including services to implement system interfaces between DEMS and the following County systems, at a minimum:
 - 2.5.1.1 Computer Aided Dispatch (CAD) Data –Contractor shall interface Solution with the Regional Allocation of Police Services (RAPS) Oracle 12c database to extract, transform, and load CAD data into the Solution. The initial interface mechanism shall be an Oracle Database Link. The interface mechanism shall be updated to a Web Service or County defined Application Programming Interface (API).
 - 2.5.1.2 Microsoft Active Directory Federation Services (ADFS) – Contractor shall interface Solution with Internal Services Department (ISD) and LASD's ADFS platforms for User

authentication and User authorization. ADFS platforms shall authenticate Users' using ISD and LASD Microsoft Active Directory platforms.

2.5.2 Contractor shall provide an interface design and technical architecture document based on the County's capabilities. The interface design and technical architecture document shall provide the following content, at a minimum:

2.5.2.1 Overview

2.5.2.2 Interface architecture (CAD and ADFS)

2.5.2.3 Interface design (CAD and ADFS)

2.5.2.4 Cloud, software, and hardware

2.5.2.5 Implementation plan

2.5.2.5.1 Development

2.5.2.5.2 Testing (test plan, test scripts, and test results)

2.5.2.5.3 Production

2.5.2.5.4 Certification

2.5.2.5.5 Implementation schedule

2.5.2.6 Disaster recovery

2.5.2.7 Interface management by the County

2.5.3 Contractor shall work with LASD and any third-party contractor to ensure that each interface functions as intended.

2.5.4 Contractor shall implement, test, and operationalize the CAD and ADFS interfaces within twenty (20) business days after Contract execution, unless otherwise agreed by County Project Manager.

DELIVERABLE 5 – BUILD/TEST INTERFACES WITH COUNTY SYSTEMS

☐ Establish interfaces

☐ Interface design and technical architecture document

Contractor shall carry out the activities described in Task 5. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

2.6 TASK 6 – TRAINING SERVICES

- 2.6.1 Contractor shall provide up to twenty (20) on-site eight (8) hour ‘Train the Trainer’ courses to select County staff using the DEMS’ Test/Train database. Each course shall accommodate up to thirty (30) participants. Contractor shall conduct training courses and provide all necessary training materials and documents for each County Department. Training topics shall include the following:
 - 2.6.1.1 BWC hardware (camera/microphones/cabling/BWC accessories/docking station) and business mechanism to exchange out broken hardware;
 - 2.6.1.2 BWC software application(s) installation and configuration;
 - 2.6.1.3 DEMS use by LASD stations;
 - 2.6.1.4 DEMS use for video forensics;
 - 2.6.1.5 DEMS use for Public Records Act (PRA) requests;
 - 2.6.1.6 DEMS use by LASD for system admin and audit functions, and statistical reports; and
 - 2.6.1.7 DEMS use by DA, PD, and APD.
- 2.6.2 Prior to the training, Contractor shall furnish a full set of training documentation and all training-related presentation materials in searchable PDF for all components identified above. Contractor shall allow County to make unlimited copies of all training materials.
- 2.6.3 Contractor training shall be conducted on-site at County facilities. Designated training locations, dates, and times will be determined by County Departments, and provided to Contractor by the County Project Manager.
- 2.6.4 County Project Manager will schedule all training courses within forty (40) business days after Contract execution.
- 2.6.5 Throughout the term of this Contract, Contractor shall make available additional training (Webinar/Virtual training, on-line videos) or other resources for all BWC and DEMS related subjects, at no additional cost through Contractor’s Axon Academy portal. Contractor shall track and report to the County Project Manager all County staff who completed on-line training.

- 2.6.6 Contractor shall notify the County Project Manager of any enhancements to the Solution and provide the corresponding 'train the trainer' and training materials update.

DELIVERABLE 6 – TRAINING SERVICES

- ☐ Training documentation
- ☐ Conduct training
- ☐ Training updates

Contractor shall carry out the activities described in Task 6. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

2.7 TASK 7 – SOLUTION IMPLEMENTATION

- 2.7.1 For each site, Contractor and County shall validate all pre-implementation tasks have been completed as identified in the corresponding readiness assessment report.

2.7.1.1 Contractor shall work with the County Project Manager and project stakeholders to resolve all open issues.

- 2.7.2 Contractor shall provide a location implementation plan for each site. The location implementation plans shall provide the following content, at a minimum:

2.7.2.1 Overview

2.7.2.2 Solution architecture

2.7.2.3 Solution design

2.7.2.4 Cloud, hardware, and software

2.7.2.5 Implementation plan

2.7.2.5.1 Installation

2.7.2.5.2 Testing (test plan, test scripts, and test results)

2.7.2.5.3 Production Onboarding

2.7.2.5.4 County Acceptance

2.7.2.5.5 Implementation schedule

- 2.7.2.6 Disaster recovery
- 2.7.2.7 Solution management
- 2.7.3 At least four (4) weeks prior to each location's scheduled implementation date, Contractor shall:
 - 2.7.3.1 Deliver Solution components including BWC hardware.
 - 2.7.3.2 Coordinate with County identified project stakeholders on each location's implementation tasks, schedule, risks, and issues.
- 2.7.4 Contractor shall implement the Solution and troubleshoot all identified issues.
- 2.7.5 County will conduct User Acceptance Testing (UAT) to ensure the design and behavior meets Solution requirements as specified in this SOW and Appendix B-1, Functional and Technical Requirements.
 - 2.7.5.1 Contractor shall provide technical assistance to the County during UAT.
 - 2.7.5.2 County Project Manager will provide a signoff (paper or electronic) of UAT acceptance upon demonstration of zero (0) outstanding UAT identified issues.
- 2.7.6 Contractor shall have qualified staff on-site during all station implementations at the County Project Manager's discretion. Axon will also have a Technical Specialist and Customer Success Manager assigned to LASD to assist with deployment. These additional resources are provided in addition to Professional Services at no cost.

DELIVERABLE 7 – SOLUTION IMPLEMENTATION

- ☐ Location implementation plans
- ☐ Conduct implementation

Contractor shall carry out the activities described in Task 7. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

2.8 TASK 8- SOLUTION SECURITY AND BACKUPS

- 2.8.1 Contractor shall provide a data security plan for the Solution detailing the security standards and procedures for ensuring the confidentiality, integrity, and availability of the information and related systems.
- 2.8.2 Contractor shall notify County within four (4) hours of confirming a Security Incident involving the successful unauthorized access, use, disclosure, or modification of County Non-Public Information or interference with system operations in an information system.
 - 2.8.2.1 Contractor shall provide the County Project Manager with a comprehensive security incident report, including corrective action plan to eliminate future incidents.
 - 2.8.2.2 Contractor shall cooperate fully and expeditiously with local, state, and federal authorities in the investigation of Security Incidents.
- 2.8.3 Contractor shall comply with current Penetration Test Guidance and release all annual security assessment reports to the County.
- 2.8.4 Contractor shall provide a Disaster Recovery Plan to ensure business continuity for all Production and Test/Train DEMS environments. The Disaster Recovery Plan shall include the following content:
 - 2.8.4.1 High-level overview;
 - 2.8.4.2 Key personnel, contact information, and responsibilities;
 - 2.8.4.3 Inventory of hardware, software, and data;
 - 2.8.4.4 Explanation of system redundancy and resiliency across data centers;
 - 2.8.4.5 Backup procedures;
 - 2.8.4.6 Disaster recovery procedures;
 - 2.8.4.6.1 Triggering events and corresponding recovery workflows;
 - 2.8.4.6.2 Downtime and data loss limits; and
 - 2.8.4.7 Details of actual disaster recovery events and its resolution.
- 2.8.5 Contractor shall perform daily backups of all Solution data and components, as applicable.

<u>DELIVERABLE 8 – SOLUTION SECURITY AND BACKUPS</u>

- ☐ Data security plan
- ☐ Security incident report(s)
- ☐ Annual security assessment reports
- ☐ Daily Solution Backups

Contractor shall carry out the activities described in Task 8. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

2.9 TASK 9 – EQUIPMENT WARRANTY, SPARES, REFRESH AND OPTIONAL REPLACEMENTS

2.9.1 Equipment Warranty

- 2.9.1.1 Contractor shall warrant that all hardware portions of the Solution (including, but not limited to, BWC, BWC accessories, docking cradles, docking cradle mounts (if available), and associated firmware) under the terms of this Contract will be free from defects in workmanship and conform to the requirements as specified in this SOW and the Functional and Technical Requirements for a period of thirty (30) months from date of receipt.
- 2.9.1.2 The thirty (30) month warranty period shall be reset for an additional thirty (30) months from the date of receipt of new equipment acquired from Equipment Refresh, referred to Axon's Technology Assurance Plan.
- 2.9.1.3 The thirty (30) month warranty period shall not be reset for equipment replacements covered under the current equipment warranty.
- 2.9.1.4 If the County, in its reasonable opinion, believes that any Solution component or part thereof contains a defect in workmanship, or otherwise fails to conform to the requirements as specified in this SOW and the Functional and Technical Requirements during the warranty period, Contractor shall, at its expense, correct any such defect by repairing or replacing such defective Solution component or part or, at County's option, by delivering to County an equivalent Solution component or part replacing such defective Solution component or part within ten (10) business days at no cost to the County.

2.9.2 Spare Equipment

2.9.2.1 Contractor shall provide County with two-hundred-sixty-three (263) spare BWC and BWC accessories (batteries, uniform mounts, wall and car chargers, and USB connection cables), fifty-eight (58) multi-slot docking cradles, fifty-eight (58) multi-slot docking cradle wall mounts (if available), and eleven (11) single-slot docking cradles (if available), upon (1) initial equipment purchase and (2) at Equipment Refresh, at no additional cost. Spare equipment shall be kept at County facilities. Spare equipment shall be activated and used in the following situations:

2.9.2.1.1 Temporary replacement of warrantied equipment as defined in Paragraph 2.9.1.1. Spare equipment will be deactivated and re-stored upon receipt of repaired equipment.

2.9.2.1.2 Replacement of lost, stolen, non-warrantied, or damaged beyond reasonable wear-and-tear equipment. County's spare equipment inventory will be reduced accordingly.

2.9.2.2 Spare equipment is to be inclusive of Equipment Warranty.

2.9.3 Equipment Refresh

2.9.3.1 Every thirty (30) months after Contract execution and throughout the Contract Term and any exercised extensions, Contractor shall replace the current inventory of Solution components including, but not limited to, active, spare, and training BWC, docking cradles, BWC accessories (uniform mounts), with upgraded models, as applicable, at no additional cost. All components must be thoroughly tested and available to other agencies. County will not be subject to beta testing.

2.9.3.2 Equipment refresh is to be inclusive of Equipment Warranty.

2.9.4 Optional Replacements

2.9.4.1 County shall have the option to purchase additional hardware and BWC accessories beyond the original hardware purchase, warranty, and spare inventory at the agreed upon rate.

2.9.5 Contractor shall cover all shipping/transportation costs, parts, labor costs, and maintenance during the Contract Term.

2.9.6 Contractor shall provide a monthly report to the County Project Manager on equipment, including but not limited to: the number of units deployed, lost,

stolen, damaged, and defective, service/maintenance stats, trend analysis, identification of equipment issues, incident summaries for defective units, and recommendations to mitigate the unavailability of equipment.

DELIVERABLE 9 – EQUIPMENT WARRANTY, SPARES, REFRESH AND OPTIONAL REPLACEMENTS

- ☐ Equipment Warranty
- ☐ Spare Equipment
- ☐ Equipment Refresh
- ☐ Optional Replacements
- ☐ Monthly Equipment Report

Contractor shall carry out the activities described in Task 9. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

2.10 TASK 10 – SOLUTION MAINTENANCE AND SUPPORT AND 24/7 HELP DESK SUPPORT

2.10.1 Contractor shall provide a service level plan including, but not limited to:

- 2.10.1.1 Description of support services offered (including escalation policy and procedures and any limitation thereof) on:
- 2.10.1.2 Hardware/software maintenance;
- 2.10.1.3 Policies and protocols;
- 2.10.1.4 Any other related services required during term of the Contract; and
- 2.10.1.5 Contact information for both Contractor and County.

2.10.2 Throughout the term of the Contract, Contractor shall:

- 2.10.2.1 Provide updates and upgrades to all Solution components, including corrections of any defects and bugs and the installation of software and firmware updates and patches. All updates and patches must be installed within ninety (90) days of release.
- 2.10.2.2 Ensure system availability and a minimum uptime of 99.99% for all DEMS environments. Contractor shall provide the County Project Manager:

- 2.10.2.2.1 Notification of scheduled system downtime for maintenance and upgrades. Contractor shall provide a process to minimize the impact on County operations.
- 2.10.2.2.2 Immediate notification (no later than 1 hour) of any unplanned system downtime/outages, provide ongoing updates until access has been restored, and provide a comprehensive incident report.
- 2.10.2.2.3 A monthly report on system availability and issues.
- 2.10.2.3 Provide Solution technical support services, available on a toll free basis, 24 hours a day/7 days a week during the term of the Contract period. Technical support representatives shall make the best effort to answer 90% of calls within 2 minutes.
- 2.10.2.4 Provide the County Project Manager with a monthly technical support services report that summarizes Axon's overall support metrics, including but not limited to:
 - 2.10.2.4.1 Response/hold/duration times, subject matter, priority, and problem resolution status.
 - 2.10.2.4.2 Highlight trends and ongoing issues identified by Solution Users.
 - 2.10.2.4.3 Corrective action plan for identified issues.
- 2.10.2.5 Provide on-site technical support when requested by the County Project Manager. On-site support may be requested when issues cannot be corrected by telephone support as determined by the County.

DELIVERABLE 10 – SOLUTION MAINTENANCE AND SUPPORT AND 24/7 HELP DESK SUPPORT

- ☐ Service level plan
- ☐ Monthly system availability and issues report
- ☐ Monthly technical support services report (call center and on-site)

Contractor shall carry out the activities described in Task 10. Deliverables and support compliance shall be reviewed and approved, in writing, by the County on an ongoing basis.

2.11 TASK 11 – TECHNOLOGY EXPERT REPRESENTATION

2.11.1 Upon County request, Contractor shall represent the County in court as the Technology Expert for the BWC and DEMS applied science throughout the term of the Contract for up to 300 hours.

DELIVERABLE 11 – TECHNOLOGY EXPERT REPRESENTATION

☐ Court representation

Contractor shall carry out the activities described in Task 11. Deliverables shall be reviewed and approved, in writing, by the County on an ongoing basis.

2.12 TASK 12 – USER CONFERENCES, WEBINARS, AND PRODUCT DEVELOPMENT/ENHANCEMENT

2.12.1 For the duration of this Contract, Contractor shall:

- 2.12.1.1 Notify County of User Conference events;
- 2.12.1.2 Advise of available on-line webinars, topics of coverage, and permit County participants registration;
- 2.12.1.3 Include the County as an active participant in Contractor's product development/enhancement roadmap; and
- 2.12.1.4 Make presentations of their BWC and DEMS product features and benefits at County meetings, when requested by the County Project Manager.

DELIVERABLE 12 – USER CONFERENCES, WEBINARS, AND PRODUCT DEVELOPMENT/ENHANCEMENT

Contractor shall carry out the activities described in Task 12. Task compliance shall be reviewed and approved, in writing, by the County on an ongoing basis.

2.13 TASK 13 – TRANSITION SERVICES

2.13.1 At completion or termination of Contract, Contractor shall deliver data records, in all County requested formats and media in a searchable format, along with all metadata, to the County and/or successor Solution provider within a mutually agreed upon transition timetable at no additional cost. County will own all rights to County content and data. Searchable format

includes, but is not limited to, query ranges by dates and times, incident numbers, and/or station identifiers.

2.13.2 Contractor shall provide County with all work products originated and prepared by Contractor. All work products produced under this Contract for the County's sole and exclusive use shall be, and remain, the exclusive property of the County for its use in any manner it deems appropriate.

2.13.3 Contractor shall provide a transition plan six (6) months prior to Contract termination. Transition shall be completed within six (6) months of Contract termination.

DELIVERABLE 13 – TRANSITION SERVICES

☐ County data records

☐ Transition plan

Contractor shall carry out the activities described in Task 13. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

Exhibit B-1
Functional and Technical Requirements
(incorporated by reference)



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the County of Los Angeles ("**Agency**"). This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Definitions.**

"**Agency**" is synonymous with "Los Angeles County Department". Agency should refer to the respective County department. If the Agency is not referenced to a specific department then the "Los Angeles County Sheriff's Department" shall be the default.

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

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

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

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

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

3 **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss are Axon's responsibility until delivered to Agency. Agency is responsible for any shipping charges in the Quote.

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

5 **Warranty.**

5.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

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

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

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upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

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

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

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

5.4.2 Axon’s cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim, or \$2 million, whichever is greater. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

6 Device Warnings. See www.axon.com/legal for the most current Axon device warnings.

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

8 IP Rights. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

9 IP Indemnification. Axon’s IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; or (c) use of Axon Devices and Services other than as permitted in this Agreement.

10 Agency Responsibilities. Agency is responsible for (a) Agency’s use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency’s use of Axon Devices.

11 Termination.

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

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11.2 Termination for Convenience.

Any agreement may be terminated, when such action is deemed by County to be in its best interest. Termination shall be effected by delivery to vendor of a notice of termination specifying the extent to which performance of agreement is terminated and the date upon which such termination becomes effective, which shall be no less than thirty (30) days after the notice is sent. After receipt of a notice of termination, vendor shall submit its termination claim and invoice to county, in the form and with any certifications as may be prescribed by county. Such claim and invoice shall be submitted promptly, but not later than three months from the effective date of termination. Upon failure of vendor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to vendor in respect to the termination, and such determination shall be final. When such determination is made, County shall pay vendor the amount so determined. Vendor shall honor purchase orders accepted on or before the effective date of termination.

11.3 Termination for Non-appropriation of Funds

The County shall not be obligated for the awarded vendor's performance hereunder or by any provision of any agreement formulated during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for such agreement in the County's budget for each such future fiscal year. In the event that funds are not appropriated for this agreement, then the agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the vendor in writing of any such non-allocation of funds at the earliest possible date.

11.4 Effect of Termination.

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

11.5 Confidentiality. "Confidential Information"

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

12 General.

12.1 Force Majeure.

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

12.2 Independent Contractors.

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

12.3 Third-Party Beneficiaries.

There are no third-party beneficiaries under this Agreement.

12.4 Non-Discrimination.

Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual



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- orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 12.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 12.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets and will provide notice of such assignment to Agency as soon as practicable. This Agreement is binding upon the Parties respective successors and assigns.
- 12.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 12.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 12.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 12.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 12.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:
- | | |
|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com | Agency: Los Angeles County Sheriff's Department
Attn: Body Worn Camera Unit/ Chris Meadows
211 W. Temple St.
Los Angeles, CA 90012
cameadow@lasd.org |
|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
- 12.12 Entire Agreement.** The County Master Agreement, including, any Attachments and Exhibits, County's Purchase Order, and this Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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

Axon Enterprise, Inc.

Signature:

Robert Driscoll



Name: **Robert Driscoll**

Title: **VP, AGC**

Date: 08/11/2020
01:10 PM PDT

Agency

Signature:

Lorena Sandoval



Name: **Lorena Sandoval**

Title: **PCA II**

Date: 08/11/2020
01:23 PM PDT



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Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

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

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

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

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

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

- 4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

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

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

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization

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of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

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

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

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

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

- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

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

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

- 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- 12.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- 12.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 12.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

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- 12.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 12.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
13. **After Termination.** Axon will not delete Agency Content for 180-days following termination. There will be no functionality of Axon Cloud Services during these 180-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 180-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
14. **Post-Termination Assistance.** At termination, Axon shall provide structured data element similar to XML providing all data elements related to each individual video file. That data structure shall maintain the referential integrity of the data element relationships. The content will be available in a format compatible with the Agency for the Agency to retrieve..
15. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
16. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Professional Services Appendix

- 1 **Body-Worn Camera Full Service (BWC Full Service)**. BWC Full Service includes 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, additional days are \$2,500 per day. BWC Full Service options include:

System set up and configuration

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

Dock configuration

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

Best practice implementation planning session

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

System Admin and troubleshooting training sessions

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

Axon instructor training (Train the Trainer)

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

Evidence sharing training

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

End user go-live training and support sessions

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

Implementation document packet

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

Post go-live review

- 2 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 3 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 4 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as

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soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

- 5 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 6 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 10 business days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 10 business days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 7 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

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

- 1 **Term.** TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. (“TAP Term”).
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Officer Safety Plan Standard.** The Officer Safety Plan Standard (“OSP Standard”) includes Axon Evidence Unlimited, TAP for Axon body-worn camera (“BWC”) and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years (“OSP Term”). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 4 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 (“OSP 7”) and Officer Safety Plan 7 Plus (“OSP 7 Plus”) include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency’s OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency’s election not to utilize any portion of an OSP 7 bundle.

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

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

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

- 5 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month. For phased deployments, each phase has its own start and end date based on the phase’s first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date (“OSP 7 Term”).
- 6 **TAP BWC Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts (“BWC Upgrade”). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC



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

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**COUNTY OF LOS ANGELES
FEDERAL TAX EXEMPTION CERTIFICATE**

The undersigned hereby certifies that he is a deputy purchasing agent of the county of Los Angeles. A political subdivision of the State of California, that he is authorized to execute this certificate and that the article or articles indicated in this purchase order are for exclusive use of the county of Los Angeles, a political subdivision of the State of California.

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the states or political subdivisions thereof, is limited to the sale of articles purchased for their exclusive use and it is agreed that if articles purchased tax free under this exemption certificate are used otherwise or are sold to employees or others, such fact must be reported by me to the vendor or the article or articles covered by this certificate. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years, or both, together with cost of prosecution.

County purchasing Agent

By _____

This certificate is applicable only when signed by an authorized person.

TERMS AND CONDITION OF PURCHASE

1. **CONDITIONS OF PURCHASE:** This order shall be in accordance with these terms and conditions and any attachments here to. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the county of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.

2. **DELIVERY:** Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at county's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.

3. **INVOICES:** Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is delivered price, all transportation and delivery charges must be prepaid in full to destination.

4. **PRICE/SALES TAX:** Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc. shall be allowed unless specified herein.

5. **PAYMENT TERMS:** Unless other wise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.

6. **WARRANTIES:** Covered under Attachment A, Software License Agreement.

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<p>7. CANCELLATION: Unless otherwise specified herein. County may cancel all or part of this Purchase Order and or Contract at no cost and for any reason by giving written notice to vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation change not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged to The County on any cancellation with less than thirty (30) calendar days prior written notice.</p> <p>8. HAZARDOUS MATERIALS: Vendor warrants that it complies with all federal, state and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.</p> <p>9. COVENANT AGAINST GRATUITIES: Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.</p> <p>10.0 CONFLICT OF INTEREST: 10.1 No County employee whose position with county enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order, No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.</p> <p>10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts, which create a conflict of interest. If Vendor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to county. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.</p> <p>11. GOVERNING LAW AND VENUE: This Purchase Order shall be governed by and construed in accordance with the laws of the state of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Purchase order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.</p> <p>12. INDEMNIFICATION: Covered under Attachment A, Software License Agreement.</p> <p>13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:</p> <ul style="list-style-type: none"> a. Vendor has materially breached the Purchase Order; or b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service. or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days, (or such longer period as the county may authorize in writing) after receipt of written notice from the County specifying such failure. <p>In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.</p> <p>The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.</p>		

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<p>14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provisions to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.</p> <p>15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable provisions of Federal, State and Local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.</p> <p>The Vendor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives</p> <p>16. NONDISCRIMINATION: By acceptance of this Purchase Order, vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars (\$1,000).</p> <p>17. FORCE MAJEURE: Neither party will be liable for delays in performance beyond its reasonable control, including, but not limited to, fire, flood, act of God or restriction of civil or military authority</p> <p>18. NON-EXCLUSIVITY: Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with Vendor. This Purchase Order shall not restrict the purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.</p> <p>19. MOST FAVORED CUSTOMER: Covered under Attachment A, Software License Agreement.</p> <p>20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.</p> <p>21. ACCEPTANCE: Covered under Attachment A, Software License Agreement.</p> <p>22. SPARE PARTS: Covered under Attachment B and C, SOW and Axon Master Services and Purchasing Agreement.</p> <p>23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only county's Purchasing Agent can make changes or modifications by issuance of an official change notice.</p>		

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<p>24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.</p> <p>The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local Taxes, or other compensation, benefits, or taxes for any personnel provided by, or on behalf of the Vendor.</p> <p>The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of workers Compensation liability; solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the vendor pursuant to this Purchase Order.</p>		
<p>25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to county free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.</p>		
<p>26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.</p>		
<p>27. COUNTY LOBBYISTS: The, Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code section 2.160.910 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160, Failure on the part of the Vendor or any county Lobbyist or county Lobbying firm: retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material beach of this Purchase Order, upon which the County may in its sole discretion, immediately, terminate or suspend this Purchase Order.</p>		
<p>28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the Vendor shall give consideration for such employment openings to participants in the county's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.</p>		
<p>29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the, Vendor, either directly or through an intermediary, to any county officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award; amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the vendor.</p> <p>The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.</p> <p>Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel, entertainment, or tangible gifts, or the promise of any of these.</p>		
<p>30. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela_org for printing purposes.</p>		

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31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 use Section 653a) and California unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of civil Procedure Section 706.031 and Family Code Section 5246{b}.

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this contract/purchase order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this contract/purchase order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County code, Chapter 2.202.

32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified payroll shall be submitted upon request and shall include:

- Original Document
- Company Name & Address
- Account Number/Project Number
- Project Name and Address
- Authorizing county Department and Purchase Order or Contract Number
- Period of Time in which Work is Being Performed
- Employee Name, Address and Social Security Number
- Work Classification, Including Sub-classification
- Hours Paid
- Rate of Pay
- Deductions
- Payroll Check Number
- Benefits
- Signature of Employee Authorized to Certify Payroll

Prevailing wage Scale Wherever required:

- The Contractor shall comply with all provisions of the Labor Code of the State of California.
- Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.

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<p>C. Particulars of the current prevailing wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.</p> <p>D. Current prevailing wage rates may be obtained at:</p> <p style="text-align: center;">www.dir.ca.gov/DLSR/PWD/Apprentice.htm</p> <p>Division of Labor Standards Enforcement 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102</p> <p>(415) 703-4810</p>		
<p>CONTRACTOR RESPONSIBILITY AND DEBARMENT</p>		
<p>1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.</p> <p>2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible. The County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the county.</p> <p>3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.</p> <p>4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.</p> <p>5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed, decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.</p> <p>6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.</p> <p>7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.</p>		

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PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the county code) or that contractor qualifies for an exception to the Jury Service program a(Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employee shall receive, from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury-service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County. Contracts or subcontracts, "Employee" means any California resident who is a full time employee of Contractor. "Full Time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the county. If Contractor uses any subcontractor to perform services for the County under the Contract, The subcontractor shall also be subject tot he provisions of this section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future contracts for a period of time consistent with the seriousness of the breach.

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<p>PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS</p> <p>Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.</p> <p>ASSIGNMENT BY CONTRACTOR</p> <p>A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.</p> <p>B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.</p> <p>C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities; obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.</p> <p>DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)</p> <p>1. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement or contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).</p> <p>2. The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.</p> <p>3. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.</p> <p>FEDERAL UNIFORM GUIDELINE CLAUSE</p> <p>By entering into this Contract/Purchase Order, the Contractor/Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.</p> <p>COMPLIANCE WITH COUNTY POLICY OF EQUITY</p> <p>The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE), (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.</p>		