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MEETING AGENDA OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
FRISCO TOWN HALL
1 MAIN STREET
FRISCO, COLORADO 80443
APRIL 14, 2026
5:00 PM

WORK SESSION

Agenda Item #1: Mountain Community Coalition: Mountain Energy Project Update

Agenda Item #2: Summit Fire & EMS 2026 Fire Restrictions and Wildfire Mitigation

BREAK FOR DINNER 6:30PM - 7:00PM

REGULAR MEETING

Call to Order:
Rick Ihnken, Mayor

Roll Call:
Rick Ihnken, Andy Held, Martin Allen, Robyn Goldstein, Dan Kibbie, Zach Ryan, Elizabeth Skrzypczak-Adrian

Public Comments:
Public Comment is reserved for items not slated for a public hearing on the meeting' s agenda. If you plan to comment on an item already slated for a public hearing later on the meeting's agenda, please wait until that item is announced and public comment is requested at that time. State your name and address for the record, and limit comments to three minutes or less. No Council action is taken on Public Comments at Council meetings. Council takes public comments under advisement, and if a Council and/or Staff response is deemed necessary or appropriate, the individual making the comment will receive a formal response from the Town at a later date. Be sure to sign in at the Welcome Table at each meeting if providing in person Public Comment, and include contact information for follow up communication.

Mayor and Council Comments:

Staff Updates: Police and Court - March 2026

Police and Court Activity — March 2026

Consent Agenda:

Minutes from March 24, 2026 Meeting

Summit County Child Care Tuition Assistance Amended and Restated Intergovernmental Agreement First Amendment Approval

Resolution 26-13: A RESOLUTION APPROVING AN AGREEMENT WITH AXON ENTERPRISES, INC. FOR THE PURCHASE OF BODY CAMERAS AND RELATED HARDWARE, SOFTWARE AND SERVICES FOR THE FRISCO POLICE DEPARTMENT WITHOUT A COMPETETIVE BIDDING PROCESS

New Business:

Agenda Item #1: Resolution 26-12: A RESOLUTION AUTHORIZING THE MAYOR AND FRISCO TOWN COUNCIL TO EXECUTE A CONSTRUCTION AGREEMENT WITH AD MILLER INC. IN AN AMOUNT NOT TO EXCEED $1,357,527.29

Agenda Item #2: First Reading Ordinance 26-10: AN ORDINANCE AMENDING CHAPTER 171 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, CONCERNING WATER, BY AMENDING ARTICLE V THEREOF, CONCERNING WATER CONSERVATION, TO ADD AUTHORITY FOR THE ESTABLISHMENT OF WATER USAGE RESTRICTIONS BASED UPON BELOW-AVERAGE SNOWPACK OR PRECIPITATION, OR ABOVE-AVERAGE TEMPERATURES, OR COMBINATIONS OF SUCH FACTORS, WHETHER EXISTING OR ANTICPATED

Old Business:

Agenda Item #1: Second Reading Ordinance 26-08: MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2026 BUDGET

Adjourn:

Estimated Start Times for items are estimates only - it is recommended to arrive early if there is a particular item of interest on the Agenda, should the Council be running ahead of schedule. Town Council Agendas can legally be amended up until 24 hours prior to the beginning of the scheduled meeting.

Questions: Stacey Campbell, Town Clerk | townclerk@townoffrisco.com | (970)668-5276

Todd Powell

Mountain Energy Project

Mountain Community Coalition

Update to Frisco Town Council April 14, 2026

OVERVIEW

1 The Problem

2 PUC Process

3 Mountain Community Coalition

4 Outcomes

5 Implementation

6 Outreach

The Problem

Xcel has identified a **forecasted** natural gas supply shortfall in the Eastern Mountain Gas System for **peak hour demand** that exceeds available capacity during Design Day conditions (-39 degrees) through 2033.

Conventional Solutions

Pipeline Reinforcement

“only address a portion of the overall supply constraint..for a limited time.”

New Supply Interconnections

“not feasible, primarily due to the high costs of constructing..through challenging terrain and environmentally sensitive areas.”

Permanent Supplemental Supply

“Although it is more feasible..significant cost and construction implications..reduces the plausibility of this model.” $328.3M

Grace Jones, Direct Testimony, Mountain Energy Project Proceeding 25A-0044EG

Hybrid Project Proposal

Filed in January 2025

Proceeding No. 25A-0044EG

Supplemental Gas Supply

$78.6M

Long-term LNG/CNG facilities

Non-Pipeline Alternative (NPA) Measures

$48.7M

Measures to conserve/reduce peak gas demand

Electric Distribution Upgrades

$28M

Upgrades to support electrification

“NPAs defer, reduce or eliminate the need to construct or upgrade components of a natural gas system.”

THE PUC PROCESS

Review Utility Proposals

Commissioners review to ensure compliance with rules and standards

Party Engagement

Discovery period; parties provide testimony or public comment including analysis and recommendations

Conduct Hearings

Gather additional input from formal parties or other public stakeholders; establish the evidentiary record

Negotiations and Legal Briefs

Parties may negotiate a settlement agreement or file final arguments for commission consideration

Issue Decision

Commission will make an informed decision on the application

MOUNTAIN COMMUNITY COALITION (MCC)

Breckenridge

Dillon

Silverthorne

Blue River

Frisco

Keystone

Summit County Government

BUILD THE TEAM

With resource and expertise challenges for local governments, building the right team was vital

Subject Matter Experts

Staff

Representativesfrom coalition members

Legal Counsel

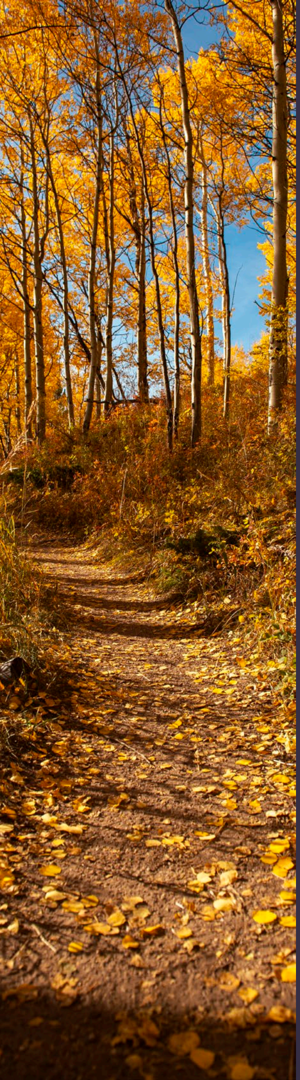
Kaplan Kirsch

Ensure compliance and navigate the system

Consultants

Synapse

Specialized knowledge and technical expertise



MOUNTAIN COMMUNITY COALITION GOALS

1 Climate

Impacted communities all have climate related goals to reduce GHG emissions and to curb natural gas use

2 Affordability

High cost of living area; fought to lower overall cost of the project and to focus resources on opportunities to get off gas (NPAs)

3 Resilience

Electrical grid resilience as capacity in the electrical system grows; reduce exposure to natural disasters

MOUNTAIN ENERGY PROJECT

Review Period

MCC reviewed the application to evaluate the extent to which the proposal met the coalition's goals

Engagement

Discovery period; MCC provided testimony including analysis by consultants and offered recommendations

Hearings

Offered testimony to establish the evidentiary record

Settlement Agreement

Negotiated a settlement agreement and filed final arguments for commission consideration

Decision

Commission will make an informed decision on the application

Community outreach throughout

OUTCOMES

SETTLEMENT

Accelerate no-regret NPA measures

Critical to the success of avoiding new gas facilities

Electric heat pump heating rate pilot

Removes barriers to adoption; addresses affordability

Downsize supplemental supply

Addresses costs and potential of stranded assets

Outreach and Education

Public transparency and local partnerships

Cost Recovery

Maintains equity in how costs are recovered

> “The Settlement Agreement represents a thoughtful balancing of the numerous issues in this proceeding, and is supported by a wide range of stakeholder interests…The Commission should approve the Settlement Agreement in full.”
>
> -MCC Statement of Position

DECISION

Accept settlement with modifications

NPA measures to include air-to-water heat pumps

Requires better tracking of gas end uses (i.e. snowmelt systems, outdoor energy use)

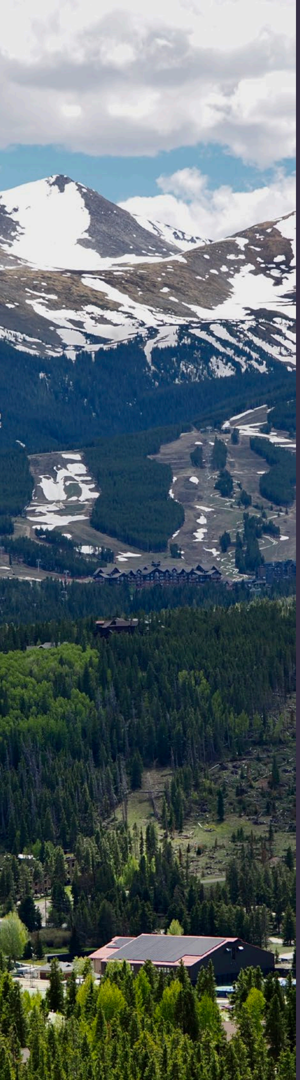
Budget – goal is to reduce gas, not spend entire budget

Changes to model forecasting + Design Day assumptions

NPA costs split between gas + electric customers via riders, LNG/CNG rate base + LDCs

"The balance struck by the Settlement Agreement results in an innovative NPA approach to reducing the risk of stranded assets, avoids a much more expensive traditional infrastructure project…and aligns with the state's emission reduction goals."
-Commission Decision C25-0840

Implementation



NPA Working Group

"To collaborate on marketing, workforce training, and support resulting in reductions in natural gas demand, and positive customer experiences."

1 Workforce

Enroll workforce in Trade Partner program, offer trainings on NPA measures

2 Customers

Promote NPA application and rebates, align with other state and federal incentives

3 Outreach

Coordinate messaging, promote training opportunities, educate about gas shortage and need for project

WORKFORCE

Trade relations manager
cotpinquiries@xcelenergy.com

1 Trade Portal (Required)

NEW Portal – requires registration
Residential Trade Partners | Trade Partners | Partner Resources | Xcel Energy

2 Trainings

Dec. 19 - Xcel Heat Pump Training Recording
Jan. 15 – Xcel Terms and Conditions Recording

Town of Breckenridge Workforce Training Series
*not MEP specific

Colorado Energy Office Training Grants
*not MEP specific

CUSTOMERS

Rebate questions: ee-team@xcelenergy.com

1 Website

MEP Specific Information including approved contractors

Mountain Energy Project | Home Rebates | Xcel Energy

2 Check Eligibility

Zip Codes: 80424, 80435, 80447, 80461, 80497, 80498, 81649

3 Rebate Application

https://xcelnew.my.salesforce.com/sfc/p/1U0000011ttV/a/R300000IlbjJ/w5Tj7e76UTpX3aYesccoDhdrT5g7c0Nx7.sk9Shfl0c

RESIDENTIAL REBATES

- Breckenridge 80424, Dillon 80435, Frisco 80443, Grand Lake 80447, Leadville 80461, Silverthorne 80497 or 80498, and Red Cliff 81649

Rules & Requirements

Available in Mountain Energy identified zip codes

Heat pump rebates requires removal of existing natural gas equipment

Equipment invoiced and installed starting Dec. 15, 2025

Rebates are not available for gas-fired boiler upgrades with hydronic baseboard

Air-to-Water Heat Pump rebate is currently being developed

Rebates will not be paid out for more than the cost of the system

Equipment Rebates

Equipment	Mountain Energy NPA Rebate (Up to)
Attic Insulation	$2,550
Air Sealing	$1,125
Cold Climate Air Source Heat Pump Early Replacement	$7,500 per heating ton at 5F
Cold Climate Air Source Heat Pump Replace on Burnout	$4,000 per heating ton at 5F
Cold Climate Air Source Heat Pump - New Construction	$1,500 per heating ton at 5F
Cold Climate Mini-Split Heat Pump Early Replacement	$7,500 per heating ton at 5F
Cold Climate Mini-Split Heat Pump Replace on Burnout	$4,000 per heating ton at 5F
Cold Climate Mini-Split Heat Pump - New Construction	$1,500 per heating ton at 5F
Gas Furnace Early Replacement	$3,000
Gas Furnace Replace on Burnout	$1,000
Ground Source Heat Pump Early Replacement	$20,000 per heating ton
Ground Source Heat Pump Replace on Burnout	$15,000 per heating ton
Gas Boiler Early Replacement	$3,000
Gas Boiler Replace on Burnout	$1,000
Wall Insulation	$1,800
Heat Pump Water Heater Early Replacement	$4,000
Heat Pump Water Heater Replace on Burnout	$2,250

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C&I REBATES

- Breckenridge 80424, Dillon 80435, Frisco 80443, Grand Lake 80447, Leadville 80461, Silverthorne 80497 or 80498, and Red Cliff 81649

Rules & Requirements

Available in Mountain Energy identified zip codes

Heat pump rebates requires removal of existing natural gas equipment

Equipment invoiced and installed starting Dec. 15, 2025

Rebates are not available for gas-fired boiler upgrades with hydronic baseboard

Non-condensing boilers are not eligible for rebates

Rebates will not be paid out for more than the cost of the system

Equipment Rebates

Equipment	Mountain Energy NPA Rebate (Up to)	Rebate Type
Air Sealing	$1,250/PCkW, $250/Other-kW, $10.00/Dth	Custom
Cold Climate Air Source Heat Pump - Early Replacement	$7,500 per heating ton at 5F <=5.4 tons	Prescriptive
Cold Climate Air Source Heat Pump - Replace on Burnout	$4,000 per heating ton at 5F <=5.4 tons	Prescriptive
Cold Climate Mini-Split Heat Pump - Early Replacement	$7,500 per heating ton at 5F <=5.4 tons	Prescriptive
Cold Climate Mini-Split Heat Pump - Replace on Burnout	$4,000 per heating ton at 5F <=5.4 tons	Prescriptive
Gas Boiler Early Replacement (up to 120,000 BTU)	$17,500/MMBTU/h condensing boiler	Prescriptive
Gas Boiler Replace on Burnout (up to 120,000 BTU)	$9,300/ MMBTU/h condensing boiler	Prescriptive
Gas Furnace (up to 120,000 BTU)	$1,250/PCkW, $250/Other-kW, $10.00/Dth	Custom
Gas Boiler Early Replacement (over 120,000 BTU)	$17,500/MMBTU/h condensing boiler	Prescriptive
Gas Boiler Replace on Burnout (over 120,000 BTU)	$9,300/ MMBTU/h condensing boiler	Prescriptive
Gas Furnace (over 120,000 BTU)	$1,250/PCkW, $250/Other-kW, $10.00/Dth	Custom
VRF Early Replacement	$9,275/ton <=5.4 tons	Prescriptive
VRF Replace on Burnout	$7,400/ton <=5.4 tons	Prescriptive
Roof Insulation	$1,250/PCkW, $250/Other-kW, $10.00/Dth	Custom
Wall Insulation	$1,250/PCkW, $250/Other-kW, $10.00/Dth	Custom
High Efficiency Windows	$1,250/PCkW, $250/Other-kW, $10.00/Dth	Custom
Ground Source Heat Pump Early Replacement	$10,000/heating ton	Prescriptive
Ground Source Heat Pump Replace on Burnout	$7,500/heating ton	Prescriptive
Heat Pump Water Heater Replace on Burnout	*light commercial: $5,375/unit **commercial: $15,000/unit	Prescriptive

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OUTREACH

Why Participate?

Electrification or energy-efficient upgrades can lower gas demand and help reduce the need for construction to our gas system infrastructure in Colorado mountain communities.

Your Choice, Our Energy Future

Our clean energy solutions can help maintain reliable service while supporting your energy preferences and get us closer to becoming a net-zero energy provider by 2050.

Save Money on Solutions

Use our rebates to save money on the installation of an electric heat pump, heat pump water heater, energy-efficient furnace or boiler, or by improving your home's efficiency with a Home Energy Audit, or insulation and air sealing. View rebate qualifications below or in the **rebate application** .

Lower Emissions, Increase Comfort

Lower carbon emissions in your community and boost your home's year-round comfort with electrification or energy-efficient upgrades.

Virtual Public Meeting
Time: Noon to 2:00 p.m.
Date: Wednesday, April 15, 2026
Please register at this link: https://tinyurl.com/MEP-Virtual

In-person Public Meeting
Time: 4:00 p.m. to 6:00 p.m.
Date: Wednesday, May 6, 2026
Location: Frisco Community Room, 110 South 3rd Avenue, Frisco, CO 80443

Partnerships + Outreach Channels

- HC3, Energy Smart CO, Sustainable Grand, Cloud City Conservation, Walking Mtns
- Newsletters
- Social Media
- Town Halls/Open Houses
- Website
- Continued Engagement in PUC Proceeding
- NPA Working Group Participation

Role of Local Governments

QUESTIONS?

Mountain communities have a unique opportunity to shape the clean energy future of our state. By participating in Mountain Energy Project pipeline alternatives, we can avoid up front costs and future stranded assets.

ACTIVITY REPORT - MARCH, 2026

POLICE

		2026	2025
Property Stolen		$16,670	$14,959
Property Recovered		$28	$0
Animal Control			
Citations		0	0
Warning		0	3
Bar Checks		4	42
Business Checks		77	39
Assists		20	17
Parking Citations		0	0
Parking Warnings		2	19
Traffic Citations		39	53
Traffic Warnings		176	197
Traffic Accidents (Total)		6	5
Public Streets		4	2
Private Property		2	3
Injury		0	0
Open Buildings		1	0
Alarms		4	2
Calls for Service		607	669
Felony Arrests		1	6
False identification		1	
Misdemeanor Arrests		15	20
DUI		2	
Criminal mischief		1	
Theft $<$300		2	
Public indecency		1	
Warrants		8	
Trespass		1	

MUNICIPAL COURT

	2026	2025
Total number of citations issued for this court date	41	49
Total number of violators due in court	28	18
Total number of violators in court	15	8
Deferred to trial:	0	0
Received Deferred Sentences:	0	1
Dismissed:	6	0
Guilty Pleas:	5	2
Guilty to Amended Charges:	5	1
Guilty from Trial:	1	0
Continued to following month:	0	3
Dismissed Prior to Court	0	0
Handled by Mail		
W/in 20 days for Point Reduction:	31	30
Outside of 20 days:	24	14
No Shows		
Warrants Issued:	0	0
Hold placed on drivers license:	1	3
Filed Unpaid:	0	0

* Joe Tamesis has started the police academy.

RECORD OF PROCEEDINGS – MINUTES

THE TOWN COUNCIL OF THE TOWN OF FRISCO
FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, COLORADO 80443
MARCH 24, 2026 AT 5:00PM

Work Session:

- **Agenda Item #1:** Xcel Energy Utility Thermal Energy Network Project Update and Recent Experience with Planned Electricity Outages Discussion
- **Agenda Item #2:** Frisco Backyard Recreation and Fuel Reduction Project Update

REGULAR MEETING OF
THE TOWN COUNCIL OF THE TOWN OF FRISCO
FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, COLORADO 80443
MARCH 24, 2026 AT 7:00PM

Call to Order:
Meeting called to order at 7:10PM by Mayor Ihnken.

Roll Call:
Roll called by Town Clerk Stacey Campbell at 7:10PM.
Rick Ihnken – PRESENT (IN-PERSON) – Mayor
Andy Held – PRESENT (IN-PERSON) – Mayor Pro Tem
Martin Allen – PRESENT (IN-PERSON)
Robyn Goldstein – PRESENT (IN-PERSON)
Dan Kibbie – PRESENT (IN-PERSON)
Zachary Ryan – PRESENT (IN-PERSON)
Elizabeth Skrzypczak-Adrian – PRESENT (IN-PERSON)

Presentation:
Chief Wickman, Mayor Ihnken, Dr. Erica Paulus, and Chief Lou Laurina presented Officers Reed Wicklund, Austin Hassett, Justin Cooper, Sergeants Charles Freeman and Ryan Smith, with Lifesaving Awards from an incident in the community in December 2025.

Public Comment:
Public Comment opened by Mayor Ihnken at 7:17PM.

Public Comment is reserved for items that do not have Public Hearings on this meeting's agenda. If

you plan to comment on an item already appearing on the agenda, please wait until that item is announced and public comment is requested at that time. State your name and address for the record, be topic-specific, and limit comments to three minutes or less. No Council action is taken on Public Comments at Council meetings. Council takes public comments under advisement, and if a Council and/or Staff response is deemed necessary or appropriate, the individual making the comment will receive a formal response from the Town at a later date. It is recommended to sign-in at the Welcome Table at each meeting if providing in-person Public Comment, and include contact information for follow-up communication.

Full Name of Commenter	**In Person or Online**	**Address**	**Topic(s)**
Chief Lou Laurina	In Person	Summit Fire & EMS	Open House event invitation for community to discuss wildfire preparation.

Seeing no further public comments in person or online, Mayor Ihnken closed Public Comment at 7:20PM and moved into Council Comments.

Council Comments:
Councilmember Allen complimented Town staff on the operations this challenging Winter. He also added kudos to the Police Department from the Lifesaving Awards presentation.

Mayor Pro Tem stated the Police Officers are heroes.

With no further Council Comments, Mayor Ihnken moved into Staff Updates.

Staff Updates:
None.

Consent Agenda:
- Minutes from March 10, 2026
- Warrant List
- Purchasing Cards
- Home Rule Charter Code Review: Chapters 11 & 15

MOTION: MAYOR PRO TEM HELD MOVED TO APPROVE THE CONSENT AGENDA, SECONDED BY COUNCILMEMBER SKRZYPCZAK-ADRIAN.

VOTE:

IHNKEN	YEA
ALLEN	YEA
KIBBIE	YEA
GOLDSTEIN	YEA
HELD	YEA
SKRZYPCZAK-ADRIAN	YEA
RYAN	YEA

MOTION: PASSED AT 7:22PM

<u>New Business</u>:
Agenda Item #1: First Reading Ordinance 26-08: SUPPLEMENTAL APPROPRIATIONS TO 2026 BUDGET

Mayor Ihnken read the item into the record at 7:22PM and opened the public hearing.

Leslie Edwards, Finance Director, presented the item and offered to answer questions.

Councilmember Skrzypczak-Adrian complimented the list of appropriations presented, Councilmember Kibbie asked clarifying appropriations by year.

Mayor Ihnken opened the floor for Public Comment at 7:27PM, seeing none, Mayor Ihnken closed public comment and moved back to Council Discussion.

Mayor Pro Tem Held acknowledged Jim Galanes submitted letter with concerned opposition.

Councilmember Kibbie asked Frisco Bay Marina General Manager Logan Snyder about itemized costs in staff materials.

MOTION: COUNCILMEMBER SKRZYPCZAK-ADRIAN MOVED TO APPROVE THE RESOLUTION, SECONDED BY MAYOR PRO TEM HELD.

RYAN	YEA
IHNKEN	YEA
ALLEN	YEA
KIBBIE	YEA
GOLDSTEIN	YEA
HELD	YEA
SKRZYPCZAK-ADRIAN	YEA

MOTION: PASSED AT 7:32PM

Agenda Item #2: Resolution 26-11: A RESOLUTION FOR THE CONSTRUCTION MANAGER AT RISK (CMAR) WELL #7 PFAS TREATMENT FACILITY CONSTRUCTION GMP

Mayor Ihnken read the item into the record at 7:32PM and opened the public hearing.

Capital Projects Senior Manager Addison Canino presented the item, and offered to answer any questions.

Councilmember Goldsten stated she is very excited about this project, and requested educational materials displaying to the public outside of the fenced construction area, with information about what is happening inside the fence.

Mayor Pro Tem Held clarified that this treatment facility will treat the water, to be sent to the Frisco Sanitation District for further treatment.

Councilmember Skrzypczak-Adrian complimented the timeliness and budget of the project.

Mayor Pro Tem Held encouraged all other municipalities to be looking at their water quality.

Mayor Ihnken opened the floor for Public Comment at 7:42PM, seeing none, closed Public Comment and moved back to Council discussion.

MOTION: MAYOR PRO TEM HELD MOVED TO APPROVE THE RESOLUTION, SECONDED BY COUNCILMEMBER ALLEN.

SKRZYPCZAK-ADRIAN	YEA
RYAN	YEA
IHNKEN	YEA
ALLEN	YEA
KIBBIE	YEA
GOLDSTEIN	YEA
HELD	YEA

MOTION: PASSED AT 7:43PM

Executive Session:

MOTION: MAYOR PRO TEM HELD MOVED TO ENTER AN EXECUTIVE SESSION PURSUANT TO SECTION 24-6-402(4)(b), C.R.S., TO RECEIVE LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS RELATED TO: (1) LITIGATION KNOWN AS TOWN OF FRISCO v. MWGOLDEN CONSTRUCTORS, ET AL.; AND PURSUANT TO SECTION 24-6-402(4)(e), C.R.S., TO DETERMINE POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATION AND TO INSTRUCT NEGOTIATORS IN PREPARATION FOR MEDIATION AND SETTLEMENT NEGOTIATIONS IN SAID LITIGATION, SECONDED BY COUNCILMEMBER GOLDSTEIN.

GOLDSTEIN	YEA
HELD	YEA
SKRZYPCZAK-ADRIAN	YEA
RYAN	YEA
IHNKEN	YEA
ALLEN	YEA
KIBBIE	YEA

MOTION: PASSED AT 7:47PM

The Executive Session ensued.

MOTION: MAYOR PRO TEM HELD MOVED TO EXIT EXECUTIVE SESSION AND ADJOURN, SECONDED BY COUNCILMEMBER ALLEN. COUNCIL UNANIMOUSLY VOTED TO EXIT EXECUTIVE SESSION AND ADJOURN.

MOTION: PASSED AT 8:14PM

Respectfully Submitted,

Stacey Campbell
Town Clerk

FRISCO
SEAL
SUMMIT COUNTY COLORADO

STAFF REPORT

TO: MAYOR & TOWN COUNCIL

FROM: TOM FISHER, TOWN MANAGER

RE: FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMETAL AGREEMENT FOR SUMMIT COUNTY CHILD CARE TUITION ASSISTANCE

DATE: APRIL 14, 2026

Summary & Background:

This Agreement continues the Summit First Steps Program to fund tuition assistance for children ages 6 weeks to 3 years who do not qualify for the Summit Pre-K Program, funded through the voter-approved Strong Futures initiative for the 2025/26 program year.

A Countywide Tuition Assistance Workgroup, comprised of representatives from the County, Summit Municipalities, private industry, and several non-profit sector representatives were established in 2021 to study and discuss the concept of a countywide assistance tuition program. The Workgroup made recommendations to the entities to provide a tuition assistance program that is "needs based" that will provide tuition assistance for childcare expenditures when a family's costs for such expenses exceed 10 to 20 percent of their income. The amount of potential assistance is determined based on a variety of factors, including but not limited to: gross income, childcare cost, parents' work schedule, the number of children in care, etc. The assistance will be paid directly to the participating Child Care Center, or licensed in-home childcare location, on behalf of approved families.

Analysis:

The Town of Frisco started to participate in this program, along with the Town of Breckenridge, starting in 2022. This amended agreement formalizes this program among all local governments in Summit County and solidifies 2025/26 funding coming from Summit County’s Strong Futures initiative.
This agreement also formalizes Early Childhood Options responsibilities for the program around administration, payments and performance monitoring of the program.

Financial Impact:
The only financial impact in 2026 is that the Town of Frisco will not be contributing to the funding of the First Steps childcare program, since it will be fully covered by the County's Strong Future sales tax revenues.

Alignment with Strategic Plan:
Access to affordable childcare options supports the needed workforce for our economy, provides more equitable access to child care in order to improve inclusivity within Frisco and it positively affects the affordability of our community for many more families.

Staff Recommendation:
It is recommended that the Town Council authorize the Mayor to sign this amended agreement.

Reviews and Approvals:

- Diane McBride, Assistant Town Manager
- Stacey Campbell, Town Clerk
- Thad Renaud, Town Attorney

Attachments:

- Attachment 1 – Amended and Restated Summit County Child Care Tuition Assistance Intergovernmental Agreement
- Attachment 2 - First Amendment to First Steps Program

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR SUMMIT COUNTY CHILD CARE TUITION ASSISTANCE

Among

SUMMIT COUNTY, COLORADO, And

THE TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, KEYSTONE, AND SILVERTHORNE, COLORADO, And

SUMMIT COUNTY CHILD CARE RESOURCE & REFERRAL AGENCY, INC. DBA EARLY CHILDHOOD OPTIONS

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this 20th of August 2025, among SUMMIT COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, SILVERTHORNE, AND KEYSTONE, COLORADO (the "Towns" or individually as a "Town"), home rule or statutory municipalities and political subdivisions of the State, and SUMMIT COUNTY CHILD CARE RESOURCE & REFERRAL AGENCY, INC. dba EARLY CHILDHOOD OPTIONS ("ECO") a Colorado Non-Profit Corporation. The County the Towns and ECO are referred to collectively herein as "the Parties" or individually as "a Party."

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, Section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility; and

WHEREAS, according to an April 2022 Summit County Childcare & After School Care Needs Assessment ("2022 Needs Assessment"), Summit County is home to 4,367 total children, and 1,485 children are under age 6, and 2,882 are between 6 and 12; and

WHEREAS, seventy three percent of children in Summit County have all parents in the labor force and are therefore likely to need some type of childcare; and

WHEREAS, the Parties to this Agreement have all determined that public support of childcare is an important investment in the community and that quality early childcare benefits families, children, employers, and the community at large; and

WHEREAS, among parents not using regular childcare, one of the most common reasons cited in the 2022 Needs Assessment survey was "can't afford it"; and

WHEREAS, the Parties are committed to assisting to provide access to affordable, quality childcare for local working-families; and

WHEREAS, the 2022 Needs Assessment specifically recommended that the County and Towns explore options for extending tuition assistance countywide for all age groups; and

WHEREAS, a Countywide Tuition Assistance Workgroup ("Workgroup"), comprised of representatives from the County, Summit Municipalities, private industry, and several non-profit sector representatives was established in 2021 to study and discuss the concept of a countywide assistance tuition program; and

WHEREAS, the Workgroup made recommendations to, and received support from, Summit County, Silverthorne, Breckenridge, Frisco, Dillon, and Blue River, regarding a proposed framework for a countywide tuition assistance program; and

WHEREAS, the Summit County Pre-K Program ("SPK") currently funds tuition assistance for all 3- and 4-year-olds in Summit County and is funded through Strong Future, a voter-approved ballot initiative; and

WHEREAS, in 2023, the County along with the Towns of Blue River, Breckenridge, Dillon, Frisco, and Silverthorne entered into an IGA to establish the Summit First Steps Program ("First Steps") to fund tuition assistance for children ages 6 weeks to 3 years who do not qualify for SPK ("Original IGA"); and

WHEREAS, this Amended and Restated IGA for countywide Child Care Tuition Assistance will re-establish the general guidelines of the First Steps program and re-define the roles and responsibilities of the IGA's participants; and

WHEREAS, the First Steps program will provide a 'needs based' approach that can potentially provide tuition assistance when a family's childcare expenditures exceed 10-20% of their income. The amount of potential assistance is determined based on a variety of factors, including but not limited to: gross income, child care cost, parents' work schedule, the number of children in care, etc. The assistance is paid directly to the participating Child Care Center, or licensed in-home childcare location, on behalf of approved families; and

WHEREAS, on February 8, 2024, the Town of Keystone incorporated as a home rule municipality; and

WHEREAS, the Parties desire to enter into this Agreement regarding the First Steps Program to include the town of Keystone ; and

WHEREAS, Early Childhood Options ("ECO") is a Colorado non-profit corporation with a mission to improve the quality, affordability and availability of early childhood education in Summit County and ECO has been identified by the Parties as the appropriate local entity to administer this program, and ECO has hired an Enrollment and Eligibility Specialist specifically for this purpose.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Prior Agreement

a. The Original IGA entered into by the County and Towns of Blue River, Breckenridge, Dillon, Frisco, and Silverthorne and dated August 7, 2023 is hereby terminated in its entirety and replaced with this Agreement.

Section 2. Childcare Tuition Board and Plan.

a. Tuition Board:

i. To promote the purposes of this Agreement and cooperation among the parties, the Parties agree to form a Childcare Tuition Board (the "Board"). The Board shall consist of the Town/County managers of each Party or their designees. The Board will: (i) develop the Childcare Tuition Assistance Plan (the "Plan") described below; and (ii) collaborate on the implementation of the Plan. The Plan shall be evaluated at least annually by the Board and reports regarding the Plan will be reported to each Party's governing board.

ii. The Plan adopted by the Board shall include a statement of goals that are to be accomplished through funding provided by each of the Parties.

iii. The Plan adopted by the Board shall include specifics regarding the percentage of funding that is to be provided by each of the Parties. The necessary funding amount will be updated annually based on need.

iv. The Board shall make an annual budgetary recommendation to the governing bodies of the Parties.

v. Meetings of the Board shall occur at least annually during each calendar year as established by the Board.

b. The Plan:

i. The tuition assistance program will provide a 'needs based' approach that can potentially provide tuition assistance when a family's childcare expenditures exceed 10-20% of their income. The amount of potential assistance is determined based on a variety of factors, including but not limited to: gross income, child care cost, parents' work schedule, the number of children in care, etc. The tuition assistance is paid directly to the participating Child Care Center, or licensed in-home childcare location, on behalf of approved families. The Plan will include tuition assistance for Summit First Steps for children ages 6 weeks to three years.

ii. A draft Plan, for review by the Parties and the Board is attached as Exhibit A. The draft Plan includes the following elements: Tuition Credit Standards/Eligibility, Qualified Childcare Providers, and Budget/Program Expenditures.

iii. The Board may, in its discretion, seek input from ECO or any sub-committee of ECO so formed, regarding the suitability of the Plan for the purposes set forth herein, prior to final adoption and at any subsequent time when the Board desires to revisit the Plan.

Section 3. Funding

a. The Summit First Steps program shall be funded from contributions from each of the Parties, from revenue sources of their choosing, including but not limited to, Nicotine tax revenues.

Future budgets, agreed to by all Parties, will be incorporated into this Agreement.

b. Funding Structure for 2024-2025 and beyond:

i. ECO will collect data on the jurisdictions where families with children both live and work, in order to determine the appropriate funding percentage share for each jurisdiction as set forth below.

ii. By July 1 of each year, ECO will determine the percentage of families living in each jurisdiction and the percentage of families working in each jurisdiction. The live and work percentages for each jurisdiction will be added together and divided in half ("Percentage Share").

iii. By July 1 of each year, ECO will provide the Board with the anticipated tuition costs for the upcoming school year ("Tuition Budget"). The Percentage Shares calculated in subsection ii. above will be applied to the Tuition Budget for the upcoming school year in order to determine each jurisdiction's share of the tuition costs for that year ("Jurisdiction Funding Obligation"). A 10% administrative fee will be added to each Jurisdiction's Funding Obligation.

iv. ECO will reduce the final amount of the Tuition Budget by any additional funding that is received, and the reduction will apply on a pro rata basis to each Jurisdiction's Funding Obligation unless the Board determines a different allocation is fair and equitable.

v. No later than July 31 of each year, ECO will meet with the Board to approve the Tuition Budget, the Percentage Share, and the Jurisdiction Funding Obligations.

vi. The Percentage Share and Jurisdiction Funding Obligations for the 2024-2025 school year are set forth in attached Exhibit C.

vii. The Board will review the Funding Structure on an annual basis and may make adjustments to the Funding Structure as needed in order to ensure that the Jurisdiction Funding Obligations remain fair and equitable. In such event, this IGA will not need to be amended.

Section 4. ECO'S Responsibilities.

For the Term of this Agreement, in addition to any and all obligations required by law or stated elsewhere in this Agreement or any attachments hereto, ECO shall comply with the following requirements:

a. ECO, through the work of their Program Director and Enrollment and Eligibility Specialist, shall administer the Summit First Steps program on behalf of the parties.

b. ECO shall present to the Board a proposed budget for the Administration of the Tuition Assistance Program pursuant to this Agreement by August 30th of every year. The budget shall include a comparison of actual expenses to budget and adequate notice of any projected budget overruns that need to be addressed.

c. No less than once annually ECO shall report to the Parties and the public the following information:

viii. The number of children and families receiving tuition credits in Summit County.

ix. Complete financial statements for First Steps, including full reports on expenditures for the prior fiscal year and anticipated budgets and work plans for the ensuing fiscal year.

x. An assessment of the performance of First Steps, including but not limited to program design and implementation, fiscal accountability, and responsiveness to preschool providers and the public, parents and children served by First Steps.

d. Tuition assistance funded pursuant to First Steps shall comply with the following standards and requirements:

i. Eligible children must be between the ages of 6 weeks and three years old. If the child turns three years of age on or before October 1 of the program year, they are no longer age eligible for Frist Steps.

ii. Eligible children must be enrolled or eligible for enrollment in a participating, licensed childcare center, family childcare home or preschool program in Summit County.

iii. At least one parent or legal guardian must work 30+ hours for a Summit County business.

iv. Tuition credits shall be administered on a sliding scale with the amount of the credit being inversely related to the family income of the recipient, and with the sliding scale to be more specifically determined by the Parties.

v. Tuition credits shall be administered on a sliding scale, with the amount of the credit being related to the rated quality of the preschool provider with whom the credit is used, and with the sliding scale to be more specifically determined by the Parties.

vi. Other specific criteria and procedures for the disbursement of tuition credits shall be determined by the Parties.

e. In order to be qualified for the use of tuition assistance and for receipt of technical assistance or direct grants, a childcare provider shall meet the following minimum requirements:

i. The childcare provider shall be a duly licensed childcare center, family childcare home or preschool program under the Colorado Child Care Licensing Act, §§ 26-6-101, et seq., C.R.S., as amended.

ii. The childcare provider shall agree to participate in the Colorado Shines Quality Rating System and maintain a minimum of a Level 2 Colorado Shines Quality Rating.

iii. The preschool shall meet such other specific criteria and standards as shall be determined by the Parties.

f. ECO in administering the First Steps Program will ensure any childcare provider participating in the First Steps, shall not use tuition assistance derived from First Steps funds to engage in inherently religious activities, such as worship, religion education or instruction or proselytization. If any childcare provider participating in First Steps engages in such inherently religious activities, the inherently religious activities must be offered separately, in time and location, from the programs, activities, or services supported by First Steps, unless offering such inherently religious activities in separate place would not be practicable due to the physical limitations of the facility in which First Steps activities are held. Nothing in this Agreement shall be construed to affect a childcare provider's right to engage in privately funded, inherently religious activities or affect the independence of childcare providers, including any rights protected by the Colorado and U.S. Constitutions and applicable law.

Section 5. Payment

a. ECO shall submit invoices, at least quarterly to the Parties for budgeted First Steps expenses. All documentation required hereunder and such additional documentation as may be reasonably required by the Parties to document ECO invoices must be accompanied by billing invoices to support the expenditure of funds.

b. Payments will be issued by a Party within thirty (30) days of receipt of the invoice, or as soon as possible in accordance with a Party's normal financial administration procedures for paying invoices, whichever is longer. An authorized obligation hereunder is a cost supported by the applicable documentation that is approved by a party in accordance with the Party's approved First Step budget, as amended.

Section 6. Status of ECO. The status of ECO shall be that of an independent, tax-exempt, non-profit corporation. It is not intended, nor shall it be construed, that ECO or its personnel are employees or officers of any Party for any purpose whatsoever. ECO is a corporation and as such is responsible for the operational management, errors and omissions of its employees.

Section 7. Examination of Records. ECO agrees that any duly authorized representative of a Party, shall have access to and the right to examine any directly pertinent books, bank statements, records, returns, cost accounting records, files, and any other records or documents (whether prepared or maintained in hardcopy or electronic format) ("ECO's Records") prepared or maintained by ECO involving matters or transactions in any way, directly or indirectly, related to this Agreement, except those matters required to be kept confidential by law. Further, the Parties shall have the right at any time, and from time to time, to audit ECO's Records and ECO, upon request, shall make all such records available for such examination. If ECO's Records exist in electronic form, ECO shall maintain a means of transferring said records to hardcopy form. Unless a Party has reason to believe there are special circumstances requiring a different schedule or procedure, and the Party shall have given written notice to ECO of such special circumstances, (i) the Party shall not make such monitoring or inspection more often than annually, and (ii) such monitoring or inspection shall be conducted at a mutually agreeable time and so as to prevent unnecessary interference with the work of ECO. Attendance at public meetings shall not constitute monitoring or inspection for purposes of this section.

Section 8. Performance Monitoring/Inspection. ECO shall permit the Parties or authorized designees, to monitor all activities conducted by ECO pursuant to the terms of this Agreement and inspect any and all records, whether in hardcopy or electronic format, relating to any matter covered by this Agreement, except those matters required to be kept confidential by law. Such monitoring may consist of reviewing methods, procedures and practices, examining internal evaluation procedures, examining program data, on-site observation, on-site verification, attending all meetings, hearings, or proceedings held by ECO, its board of directors or advisors, or its employees or any other reasonable procedures relating to the performance of services under this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement. Unless the Party has reason to believe there are special circumstances requiring a different schedule or procedure, and the Party shall have given written notice to ECO of such special circumstances, (i) the Party shall not make such monitoring or inspection more often than annually, and (ii) such monitoring or inspection shall be conducted at a mutually agreeable time and so as to prevent unnecessary interference with the work of ECO. Attendance at public meetings shall not constitute monitoring or inspection for purposes of this section.

Section 9. Amendment of Agreement; Additional Parties.

a. Except as otherwise provided in this Section, this Agreement may be modified or amended only by a duly executed written agreement with the express approval of all Parties.

b. The Parties may agree to amend this Agreement pursuant to subsection (a) to add one or more additional incorporated Town Parties upon passage of an ordinance or resolution of the additional Party's governing body approving of this Agreement.

Section 10. Term and Termination of Agreement.

a. Effective Date. The effective date of this Agreement is __________, 2025 and shall continue until terminated by mutual agreement of the parties.

b. Termination. Any party may withdraw from this Agreement upon written notice provided to the other Parties at least sixty (60) days prior to the end of the then-current calendar year.

c. Non-Appropriation. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the County or the Towns within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the local government Parties under this Agreement are subject to annual budgeting and appropriation by their respective governing boards, in their discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate as to the non-appropriating party or parties effective December 31 of the then-current fiscal year.

Section 11. Execution and Performance of Agreement in Accordance with Law. Each Party hereby represents to each other Party that it has adopted and executed this Agreement in accordance with applicable law. Each Party shall perform their respective obligations and expend any revenues derived hereunder in accordance with all applicable laws, rules and regulations, including but not limited to the Act, this Agreement, and a voter-approved ballot measure.

Section 12. Indemnification. All actions or omissions by any Party, including their respective representatives, employees, officers, agents, contractors, designees, volunteers, or officials, shall be the sole responsibility of the respective Party. Accordingly, each Party shall fully indemnify, to the extent permissible under Colorado law, if permissible at all for the governmental Parties hereto, all other Parties for any damages, claims, costs, expenses, cause of action or liability of any manner, including without limit reasonable attorney's fees, arising out of or relating to the acts or omissions of such Party, its representatives, employees, officers, agents, contractors, designees, volunteers, or officials. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the actions or omissions of any Party, except ECO, is controlled and limited by the provisions of the Colorado Governmental Immunity Act ("Immunity Act") title 24, article 10, Colorado Revised Statutes, as now or hereafter amended and that the applicable Parties do not intend to waive by any provision of this Agreement the liability limitations or any other right, immunity or protection afforded by the Immunity Act or as may otherwise be afforded by law. The indemnity obligations of this Section shall survive the termination of this Agreement.

Section 13. Insurance.

a. General Conditions: ECO agrees to secure, prior to the disbursement of funding hereunder, the following insurance covering all operations, goods or services provided pursuant to this Agreement. ECO shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and for any claims-made policy, three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A" VIII or better, or other insurer acceptable to the Board. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies by canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Board by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." If any claim is in excess of a deductible or self-insured retention, the Parties must be notified by ECO. ECO shall be responsible for the payment of any deductible or self-insured retention. The Parties reserve the right to require the ECO to provide a bond, at no cost to the Parties, in the amount of the deductible or self-insured retention to guarantee payment of claims. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the ECO. The ECO shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Third Party Providers: All sub-consultants, independent contractors, suppliers or other entities providing goods or services to or on behalf of ECO as contemplated by this

Agreement shall be subject to all of the requirements herein and shall procure and maintain to the extent applicable the same coverages required of ECO. ECO shall include all such consultants, independent contractors, suppliers or other entities as insureds under its policies or shall ensure that such third parties maintain the required coverages. ECO agrees to provide proof of insurance for all such third parties upon request by the Parties. ECO shall also obtain from, and provide copies to the Parties of, proof of insurance of each preschool/childcare provider participating in the First Steps Program, evidencing the same insurance coverages required of ECO.

c. Workers' Compensation/Employer's Liability. ECO shall maintain the coverage as required by statute for each of its business locations and shall maintain Employer's Liability insurance with limits of $1.2 million for each bodily injury occurrence claim, $1.2 million for each bodily injury caused by disease claim, and $1.2 million aggregate for all bodily injuries caused by disease claims. ECO expressly represents to the Parties, as a material condition and requirement of this Agreement, that none of ECO's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall affect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date ECO executes this Agreement.

d. General Liability: ECO shall maintain limits of $1.2 million for each occurrence claim, $1.2 million for each personal and advertising injury claim, $2,000,000 products and completed operation for each occurrence, and $2,000,000 policy aggregate.

Section 14. Dispute Resolution.

a. The Parties shall attempt to informally resolve all disputes and claims arising from or related to this Agreement, beginning first with discussions among affected Party staff, and if not resolved, escalating to discussions between the applicable Party management, and ultimately to the applicable Party Boards or Council(s).

b. Any and all disputes and claims arising from or related to this Agreement that are not resolved pursuant to Section (a), above shall thereafter be submitted to mediation. The affected Parties shall share equally the mediator's fees and costs associated with the mediation, and each Party shall pay its own fees, costs, and expenses related to the mediation. If the dispute is not resolved by mediation, any affected Party may commence a Court proceeding, with jurisdiction and venue residing exclusively in the Summit County District Court. Each Party waives its right to have such dispute decided by jury trial. The prevailing Party(s) shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order, or award.

c. In the event that the County or a Town defaults in the performance of any of the duties and responsibilities under this Agreement, the non-defaulting Party shall be limited to the remedies of specific performance and mandamus. Prior to exercising such remedies, the non-defaulting Party shall give written notice to the other party of the nature of the claimed default and declare that such default must be cured within thirty (30) days from the date notice is given.

Section 15. Parties in Interest. Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Parties any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Parties.

Section 16. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Party in his or her individual capacity.

Section 17. Notices. Except as otherwise provided in this Agreement, all notices or other communications by any Party shall be in writing, shall be given in a reasonable time and shall be deemed given upon receipt. Notice to the Parties shall be given to the address listed on Exhibit B, attached and incorporated herein, and may also be delivered in electronic form by electronic mail to the addresses listed on Exhibit B.

Section 18. Severability. If any clause, provision, subsection, or Section of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the Agreement shall be reformed to the extent necessary to reflect the intent and purpose of the original agreement or the Parties may terminate this Agreement.

Section 19. Interpretation. Because this Agreement is the result of mutual negotiation and drafting, in the event this Agreement is deemed to be ambiguous or vague, the Parties agree that the rule of construction that "ambiguities shall be construed against the drafter" shall not apply. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control. The laws of the State shall govern the construction and enforcement of this Agreement.

Section 20. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement. Electronic or scanned signatures shall be valid and acceptable for all purposes.

Section 21. Contract Documents; Order of Precedence. This Agreement consists of Paragraphs 1 through 20, which precede the signature page, and the following attachments which are incorporated herein and made a part by reference:

Exhibit A Guidelines - Summit First Steps 2023-2024 Program Year ("The Rules")
Exhibit B Contacts for Notices
Exhibit C Percentage Share and Jurisdiction Funding Obligations for the 2024-2025 school year

In the event of an irreconcilable conflict between a provision of Paragraphs 1 through 20, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Paragraphs	1 through 20 hereof
Exhibit A	Guidelines - Summit First Steps 2023-2024 Program Year ("The Rules")
Exhibit B	Contacts for Notices
Exhibit C	Percentage Share and Jurisdiction Funding Obligations for the 2024-2025 school year

IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY

By: Eric Mamula (Aug 12, 2025 15:59:47 MDT)
Eric Mamula, Chair

ATTEST:

By:______________________
Clerk and Recorder

TOWN OF BLUE RIVER

By: Nick Decicco (Aug 12, 2025 16:13:17 MDT)
Nick Deciccio, Mayor

ATTEST:

By: Michelle Eddy
Town Clerk

TOWN OF BRECKENRIDGE

By: Kelly Owens (Aug 12, 2025 18:46:21 MDT)
Kelly Owens, Mayor

ATTEST:

Mae Watson

By:____________________________________

Town Clerk

TOWN OF DILLON

Carolyn Skowyra (Aug 12, 2025 19:05:19 MDT)

By:____________________________________

Carolyn Skowyra, Mayor

ATTEST:

Adrienne Stuckey

Adrienne Stuckey (Aug 12, 2025 21:07:20 MDT)

By:____________________________________

Town Clerk

TOWN OF FRISCO

F[illegible]nken (Aug 13, 2025 18:01:30 MDT)

By:____________________________________

Frederick J. Ihnken, Mayor

ATTEST:

Stacey Campbell

By:____________________________________

Town Clerk

TOWN OF SILVERTHORNE

Ann-Marie Sandquist

Ann-Marie Sandquist (Aug 14, 2025 09:30:58 MDT)

By:____________________________________

Ann-Marie Sandquist, Mayor

ATTEST:

Joey Rosales

By:____________________________________

Town Clerk

TOWN OF KEYSTONE

By: Kenneth D. Riley
Kenneth D. Riley (Aug 15, 2025 11:44:47 MDT)
Ken Riley, Mayor

ATTEST:

By: Madeleine Sielu
Town Clerk

SUMMIT COUNTY CHILD CARE RESOURCE & REFERRAL AGENCY, INC., dba **EARLY CHILDHOOD OPTIONS**

By: Jennifer McAtamney
Jennifer McAtamney (Aug 19, 2025 17:30:55 MDT)
~~Kelly Renoux, Vice~~-Chair
Jennifer McAtamney

ATTEST:

By: Catherine Schaaf

Exhibit A

Guidelines - Summit First Steps

("The Rules")

OVERVIEW

Summit First Steps offers financial tuition assistance to families living, working and utilizing childcare in Summit County. The purpose of First Steps is to assist families with the cost of childcare so that parents can remain in the local workforce while their children attend childcare. First Steps is governed by a Child Care Tuition Assistance Board and administered by a local non-profit, Early Childhood Options (ECO).

Financial assistance is available for children between the ages of 6 weeks and 3 years attending a participating, licensed childcare center or family childcare home. The amount of assistance is determined based on gross income, childcare cost, parents' work schedule, the number of children in care, and other criteria as described below. Assistance is paid, in the form of tuition credits, directly to the participating childcare center on behalf of qualified families and is intended only for the Centers' use to cover the true cost of care.

The following policies have been established to ensure that the available funds are used in the most fair and effective way possible. The Child Care Tuition Assistance Board reserves the right to amend the eligibility criteria or to request additional information at any time. Any fraud or misrepresentation made by applicants, participants, or recipients may result in immediate termination of funding, required repayment of funds, and additional penalties. Program funding is limited, and all tuition assistance is subject to the availability of funds. It is the responsibility of the Centers and families to inform ECO if they feel that the policies and procedures herein are being violated.

ELIGIBILITY CRITERIA FOR FIRST STEPS TUITION ASSISTANCE

- Age Eligibility: For the 2023/2024 school year, participating child's birthday must be on or after October 2, 2020
- Child must be enrolled in a qualified childcare program. A qualified childcare program can be a childcare center or family childcare home. Program qualifications are:
  - Childcare program must have a childcare license in good standing from the Colorado Department of Human Services, and
  - Childcare program must have a Colorado Shines Quality rating of 2 or above (Current SCTA Provider List).
- Household income must be at or below 180% of the Area Median Income (AMI).
- At least one member of the household is required to work 30+ hours per week, for a business located in Summit County.

- To access assistance for a full time childcare schedule (4 or 5 days/ week), both parents must work 30 + hours / week and have a combined household income under 180% AMI.

- Self-employed applicants must maintain an average income that exceeds their business expenses and must show that his/her taxable gross income divided by the number of hours of care used for the employment activity equals at least the current Federal Minimum Wage.

DETERMINATION OF TUITION CREDIT AMOUNT

The amount of tuition credit is based on a sliding scale and will be determined using the following factors: gross household income, childcare center tuition rates, number of children in care, Colorado Shines quality rating of program, parent/legal guardian work schedule, enrollment in other programs such as CCCAP or Early Head Start.

APPLICATION PROCESS

All families, including currently participating families, are required to apply during the annual enrollment/application period. With the exception of Qualified Permitted Changes described below, no applications will be considered until the next annual enrollment deadline.

Applicants will be required to complete the application at https://eco1.smapply.org/. For a detailed list of documents required to apply click **here**.

APPLICATION TIMELINES

Applications Available:	On or around May 1 of the program year
Applications Due:	May 31 of the program year
Assistance Cycle:	September 1– August 31

The application will be available online through Early Childhood Options website at: http://www.earlychildhoodoptions.org/

COMPLETE applications will be processed in the order they are received. Late applications will not be accepted or considered.

ADDITIONAL GENERAL POLICIES

ASSET TESTING

ECO may require a comprehensive list of household assets and liabilities. A child may be ineligible or disqualified from the program if assets of the parent(s)/legal guardian exceed $250,000. Some assets will be exempt, such as primary residence equity, retirement accounts, health savings and college savings accounts.

OUT OF COUNTY APPLICANTS

If a parent or legal guardian works in Summit County but the child does not reside in Summit County, at least one parent/legal guardian must be working a minimum average of 30+ hours per week annually in Summit County, for a Summit County business. If, during the program year, the family member's employment in Summit County upon which tuition credit was based is terminated for any reason, the child may remain in the program for up to eight (8) weeks without disruption to the tuition credits. If within eight weeks the family becomes compliant with the eligibility requirements, they may remain in the program for the duration of the program year. If after eight weeks the family is not in compliance with the eligibility requirements, tuition credits will be terminated immediately. It is the family's responsibility to report these changes within 30 days.

QUALIFIED PERMITTED CHANGES/OUT OF CYCLE APPLICATIONS

CURRENTLY ENROLLED FAMILIES: If a current tuition assistance recipient is experiencing an emergency including but not limited to birth, adoption, loss of job, or other situation that significantly impacts family income, they may be eligible for amended tuition credits. The parent(s)/legal guardian will need to contact the Enrollment and Eligibility Specialist at 970-406-3060 directly to discuss options.

NEW FAMILIES: If a family becomes eligible because of residency or new employment in Summit County, and/or they receive an enrollment offer from a qualified childcare provider, they may be eligible to apply for tuition credits outside of the application window. The parent(s)/legal guardian will need to contact the Enrollment and Eligibility Specialist at 970-406-3060 directly to discuss options.

COLORADO CHILD CARE ASSISTANCE PROGRAM (CCCAP)

In some instances, children may be eligible for both the Colorado Child Care Assistance Program (CCCAP) and First Steps tuition credits. In such instances, all the eligibility criteria mentioned above are applicable, as well as:

- Families must be in good standing with their local CCCAP office and must comply with all CCCAP rules and regulations.
- If during the award cycle a family becomes ineligible for CCCAP, they may submit a complete application with all the required documentation to be considered for an adjustment to their tuition credit.

An application will only be considered when the application is completed and submitted in full. Any approved credit may be prorated back to the date of the completed application.

Please note, the CCCAP Program is considered the payer of first resort. The First Steps tuition credit can be used to cover a portion or all of the difference between the CCCAP reimbursement and the actual rate of tuition. If parent(s)/legal guardian(s) apply for tuition credits and appear to be potentially eligible for CCCAP, they will be referred to the CCCAP office before the application can be further processed.

For more information about Summit County CCCAP, please call 970-668-9160.

ATTENDANCE

It is the expectation that children participating in Summit First Steps will regularly attend based on their approved enrollment days. Parent(s)/legal guardian(s) are required to notify the childcare program if the child is going to be absent and provide the reason for the absence when appropriate.

Consistent excused absences may result in a loss or deduction of your child's tuition credit. Childcare programs are required to notify ECO anytime a child's attendance falls below 75% of his/her regular schedule.

EVALUATION AND DATA TRACKING

ECO will be using a variety of strategies to evaluate the overall success of the program. Short and long-term program data may be gathered through early childhood assessments, interviews, surveys, observations, and small groups. Parent(s)/legal guardian will be asked to sign an information sharing release, within the guidelines of the stated confidentiality agreement.

PARENT RESPONSIBILITY

1. Parent/s or legal guardians are responsible for reporting to the Enrollment and Eligibility Specialist, in writing or by email, any changes in their child's preschool or childcare schedule, or any changes of program.

2. Every parent(s) or legal guardian applying for tuition credit will be required to sign a statement acknowledging that they do not have any outstanding debt to any licensed preschool program, childcare center, and/or family childcare provider or have made agreeable arrangements to pay their debt. If it is brought to ECO's attention by any means that a participating family has an outstanding debt, an investigation will take place. If the allegations are founded, the tuition credit will be placed on-hold for a probationary period of 30 calendar days.

During the 30 days, the family must pay the balance of their debt or make acceptable arrangements for payment. If these conditions have not been met after 30 days, there will be immediate termination of funding and additional penalties adopted by ECO may occur.

A family may re-apply at the next annual deadline if they have an age-eligible child and only after the balance is paid in full to the preschool program, childcare center or family childcare provider.

3. Loss of Employment must be reported immediately to the Enrollment and Eligibility Specialist at ECO.

4. If, during the program year, household income either increases by 10% or decreases by 10% the family must notify the Enrollment & Eligibility Specialist within 20 days of the date of such change to my income. The amount of household income includes wages, assets or other property obtained during such a school year.

5. Applicants must sign a complete "Participant Responsibility Agreement" as well as a Verification and Acknowledgement form to attest that all the information that has been provided as part of their application is true and complete.

6. It is the responsibility of the parent(s)/legal guardian to comply with the rules and regulations of the childcare provider and the Frist Steps program, including but not limited to those relating to absences. The parent must agree to notify the childcare program if the child is going to be absent, and the reason for the absence when appropriate.

CONFIDENTIALITY

Early Childhood Options (ECO) respects the importance of maintaining the confidentiality of personal or sensitive information disclosed in the First Steps program and takes reasonable measures to protect the unauthorized disclosure of such information.

ECO may disclose certain anonymous, aggregated data and provide it to early childhood programs, funding sources and governmental agencies either for market research and statistical purposes or to ensure compliance with the agreements between ECO and early childhood programs, funding sources, governmental agencies, and similar organizations.

Exhibit B

Contacts for Notices

Blue River
Town Manager's Office
0110 Whispering Pines Circle
PO Box 1784, Breckenridge, CO 80424

e-mail: info@townofblueriver.org

Breckenridge
Town Manager's Office
150 Ski Hill Road
PO Box 168
Breckenridge, CO 80424

e-mail: shannonh@townofbreckenridge.com

Dillon
Town Manager's Office
275 Lake Dillon Drive
PO BOX 8
Dillon, CO 80435

e-mail: info@townofdillon.com

Early Childhood Options
ECO Executive Director
PO BOX 3355
330 Fiedler Avenue
Suite 100
Dillon, CO 80435

e-mail: program@earlychildhoodoptions.org

Frisco
Town Manager's Office
PO Box 4100
1 East Main Street
Frisco, CO 80443

e-mail: TomF@townoffrisco.com

Keystone
Town Manager's Office
1628 Sts John Road
Keystone, CO 80435

e-mail: jcrone@keystoneco.gov

Silverthorne
Town Manager's Office
PO Box 1309
601 Center Circle
Silverthorne, CO 80498

e-mail: info@silverthorne.org

Summit County
County Manager's Office
P.O. Box 68
208 Lincoln Ave., 3rd Floor
Breckenridge, CO 80424

e-mail: Dave.Rossi@summitcountyco.gov

Exhibit C

Percentage Share and Jurisdiction Funding Obligations for the 2024-2025

	% Funding (23/24 Data)	Cost without Administration	Full Cost with Administration
Blue River	0.64%	$ 13,963.34	$ 14,598.04
Breckenridge	32.31%	$ 704,930.58	$ 736,972.88
Dillon	7.10%	$ 154,905.82	$ 161,947.00
Frisco	14.55%	$ 317,447.85	$ 331,877.30
Silverthorne	19.06%	$ 415,845.77	$ 434,747.85
SCG	23.33%	$ 509,007.44	$ 532,144.14
Keystone	3.02%	$ 65,889.52	$ 68,884.50
Total	100.01%	$ 2,181,990.32	$ 2,281,171.71

FIRST AMENDMENT TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
FOR SUMMIT COUNTY CHILD CARE TUITION ASSISTANCE

THIS FIRST AMENDMENT (First Amendment) to the Amended and Restated Intergovernmental Agreement for Summit County Child Care Tuition Assistance dated August 20, 2025 (the Agreement) is made and entered into as of March _10_, 2026 by and among SUMMIT COUNTY, COLORADO (the County), the TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, SILVERTHORNE, AND KEYSTONE (collectively, the Towns), and SUMMIT COUNTY CHILD CARE RESOURCE & REFERRAL AGENCY, INC. dba EARLY CHILDHOOD OPTIONS (ECO) (each a Party and collectively, the Parties). The Parties entered into the Agreement to re-establish the general guidelines of the Summit First Steps program and to define the roles and responsibilities of the participants.

WHEREAS, Section 3 of the Agreement sets forth the funding framework for Summit First Steps, including contributions from each Party and an annual process to establish Percentage Shares and Jurisdiction Funding Obligations; and

WHEREAS, Section 9 of the Agreement permits modification or amendment by a duly executed written agreement with the express approval of all Parties; and

WHEREAS, the Parties wish to amend the funding framework for the 2025-2026 school year.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and in the Agreement, the Parties agree as follows:

1. <u>One-Time County Funding Commitment for 2025/2026 School Year.</u> Notwithstanding anything in Section 3 or elsewhere in the Agreement to the contrary, solely for the 2025/2026 school year, the County shall be responsible for payment of one hundred percent (100%) of the Towns' Jurisdiction Funding Obligations, inclusive of any associated administrative fee that would otherwise be allocated to the Towns under the Funding Structure described in Section 3. The County's total payment under this Section 1 shall not exceed One Million Nine Hundred Thousand Dollars ($1,900,000). For avoidance of doubt, the Towns shall have no payment obligation for their Jurisdiction Funding Obligations for the 2025/2026 school year, provided that nothing herein alters ECO's obligations to calculate and present the Tuition Budget and Percentage Shares under Section 3 for administrative and reporting purposes.
2. <u>Timeframe</u>. For purposes of this Amendment, the 2025/2026 school year shall align with the program's Assistance Cycle as administered by ECO, currently September

1 through August 31, unless otherwise approved by the Board pursuant to the Agreement. The one-time County funding commitment in Section 1 applies only to that single Assistance Cycle.

3. Process; Invoicing and Payment. ECO shall continue to: (a) calculate the Tuition Budget and Percentage Shares and present the same to the Board as required by Section 3; and (b) submit invoices, at least quarterly, documenting budgeted First Steps expenses as required by Section 5. For the 2025/2026 school year, ECO shall direct invoices corresponding to the Towns' Jurisdiction Funding Obligations to the County, and the County shall issue payment in accordance with Section 5.

4. Non-Appropriation; No Multi-Fiscal Year Obligation. The Parties reaffirm Section 10(b) of the Agreement. Nothing in this Amendment creates any multiple-fiscal year direct or indirect debt or other financial obligation of the County or any Town. All obligations hereunder remain subject to annual budgeting and appropriation by the respective governing bodies. In the event of non-appropriation, Section 10(b) shall apply.

5. No Further Amendment; Reversion After 2025/2026. Except as expressly modified by this Amendment for the limited 2025/2026 school year, all terms and provisions of the Agreement remain in full force and effect, and the Funding Structure in Section 3 shall automatically resume without further action for school years after 2025/2026.

6. Conflict; Order of Precedence. In the event of any conflict between this Amendment and the Agreement or its exhibits, this Amendment shall control for the 2025/2026 school year only; otherwise, the Agreement's order of precedence applies.

7. Counterparts; Electronic Signatures. This Amendment may be executed in counterparts and by electronic or scanned signatures, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this First Amendment has been executed by the Parties effectives as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY	**TOWN OF BLUE RIVER**
By:______________________________	By:___________________________
Christina Waters, Chair	Nick Decicdcio, Mayor

TOWN OF BRECKENRIDGE

By:____________________________
Kelly Owens, Mayor

TOWN OF DILLON

By:_____________________________
Carolyn Skowyra, Mayor

TOWN OF FRISCO

By:_____________________________
Frederick Ihnken, Mayor

TOWN OF SILVERTHORNE

By:_____________________________
Ann-Marie Sandquist, Mayor

TOWN OF KEYSTONE

By:_____________________________
Ken Riley, Mayor

SUMMIT COUNTY CHILD CARE RESOURCE & REFERRAL AGENCY, INC. dba EARLY CHILDHOOD OPTIONS

By:_____________________________
Jennifer McAtomney, Chair

MEMORANDUM

P.O. BOX 4100 ◆ FRISCO, COLORADO 80443

TO: **MAYOR AND TOWN COUNCIL**

FROM: **Chief Tom Wickman**
Sgt. Tim Robinson

RE: **Resolution 26-13 Sole Source Axon Body Cameras Agreement**

DATE: **April 14, 2026**

Summary and Background:
Staff are seeking approval from Town Council for the purchase of Axon body-worn cameras ("BWCs") through a sole-source contract with Axon Enterprises, Inc.

Analysis:
On June 19, 2020, Colorado Governor Jared Polis signed into law Senate Bill 217 mandating that all police officers wear body worn cameras while on duty and in uniform. The law was to take effect on or before July 1, 2023. We purchased and installed our BWC's in July 2021 meeting that mandate. At that time, the Town entered a five-year contract with Digital Ally, a body worn camera company located in Overland Park, Kansas.

Since the roll out of that system, we have had issues with the camera systems, the software and the portal storage system that supports the cameras, including but not limited to the inability of the District Attorney's Office to prosecute cases as a result of failures in those systems or the inability to integrate those systems to the system used by that office .

Summit County is transitioning to a new CAD/RMS system called 365 Labs that should be deployed early 2027. We have been assured by both Axon and from 365 Labs that their systems will integrate fully to mitigate the issues faced by the Town and the District Attorney's Office.

Our contract with Digital Ally is set to expire in July of 2026.

The following agencies within Summit County have all either migrated to or are in the process of contracting with Axon for their body-worn cameras - Blue River, Breckenridge, Silverthorne, Summit County Sheriff and Summit County DA. Accordingly, Axon has specialized knowledge and experience in integrating its system with those of the Summit County Sheriff and District Attorney, and I have been advised that they are reliable and have met the needs of those agencies in an exceptional fashion. Staff have consulted our town attorney, Thad Renaud, regarding the sole-sourcing requirements under Chapter 9 of the Town Code, and he has prepared the proposed Council Resolution that accompanies this memorandum.

Financial Impact:
A ten-year contract with Axon equates to $639,814.70. The amount due for 2026 is only $6,500 and will be paid from the existing appropriation for the Police Department in 2026. Funds will be budgeted in 2027 in line item 10-1110-4703, concerning technical license purchases, for $70,368.30, and will continue to be budgeted in this amount through 2035. This purchase qualifies as a sole source purchase.

Alignment with Strategic Plan:
One of our strategic objectives is to provide progress-driven quality core services providing essential public safety services aimed at enhancing the well-being and security of our community. Finally, Town Council is authorized to approve contracts for any amount, without a competitive bidding process, for goods or services that, in the opinion of Council, are best obtained from a single or sole source due to one or more factors including, but not limited to, specialized skills, special knowledge and /or experience, unique and relevant experience, knowledge of the town and geographic region, or exceptional qualifications or reputation in the field. When authorizing such contracts, Council shall by motion, resolution or ordinance describe the factors that cause it to approve such contract without competitive bidding process.

Environmental Sustainability: n/a

Staff Recommendation:
Staff recommend the purchase of Axon Body Worn Cameras for the following reasons:

1) Reliability
2) Technical support
3) It is a state mandate that we must comply with

Reviews and Approvals:
This report has been reviewed and approved by:

- Diane McBride, Assistant Town Manager
- Tom Fisher, Town Manager

Attachments:

- Attachment 1 - Resolution 26-13 Sole Source Axon Body Cameras
- Attachment 2 – Frisco PD – Axon Master Services and Purchasing Agreement

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

1. **Definitions**.

 1.1. "**Axon Cloud Services**" means Axon's web services, but excludes third-party applications, hardware warranties, and my.evidence.com.

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

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

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

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

 2.1. All subscription plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

 2.2. Upon completion of the Subscription Term, the Subscription Term may renew upon mutual written agreement of the Parties for a mutually agreeable term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

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

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

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

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

7. **Warranty**.

 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

 7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's**

warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

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

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

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

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

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

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

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

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

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

8. **Free Trial**.

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work**. Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

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

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

12. **Combined Offerings**. Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

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

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

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

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer 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.

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

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

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

19. **General.**

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

19.2. **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, Customer, fiduciary, or employment relationship between the Parties.

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

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

19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

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

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

19.8. **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.

19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer 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. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.

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

19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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

AXON:	**CUSTOMER**:
Axon Enterprise, Inc.	________________________
Signature: ________________	Signature: ________________
Name: ________________	Name: ________________
Title: ________________	Title: ________________
Date: ________________	Date: ________________

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

   1.1. "**Data Controller**" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

   1.2. "**Data Processor**" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

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

   1.4. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   1.5. "**End User**" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

   1.6. "**Non-Content Data**" is data, configuration, and usage information about Customer'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 Customer Content.

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

   1.8. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   1.9. "**Subprocessor**" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

   1.10. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.

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

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer 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 for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use

of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

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

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

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

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

8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer 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. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata)

and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

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

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

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

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

    13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

    13.2. 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. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

    13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

    13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS. If Customer purchases a subscription to FUSUS, the following terms apply:**

    14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

    14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

14.4. **Hardware Allowance.** If Customer purchases a hardware allowance, Customer may select hardware up to the value if the allowance. Axon does not provide refunds for unused portions of the allowance.

15. **Carbyne Products and Services**

15.1. **Privacy Policy**. Carbyne Privacy Policy governs the collection, use and disclosure of certain data provided to Axon in connection with Customer's use of the Carbyne products and services. The current policy is located: https://carbyne.com/app-privacy-policy/ and is incorporated into this Agreement by reference.

15.2. **Data Retention and Storage.** Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which uploaded to the Carbyne cloud services or which is recorded or stored in the course of your use of the Carbyne products and services, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that Customer acknowledges it is responsible for your compliance with any applicable data retention laws. Customer Content is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, Customer may download Customer Content which has been stored on the Carbyne Cloud Services. Customer is solely responsible for the retention of such data for any applicable retention periods and for the purpose of any subsequent data requests.

15.3. **Disclaimer**. **CUSTOMER ACKNOWLEDGES THE CARBYNE PRODUCTS DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT CARBYNE PRODUCTS ARE AN INTERCONNECTED VOIP SERVICE.**

16. **Prepared Products and Services.**

16.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to 12 months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for Prepared products prior to the execution of the SOW.

16.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assistive Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

17. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

18. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

19. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

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

19.2. 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;

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

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

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

19.6. 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

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

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

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

22. **U.S. Government Rights.** If Customer 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 Customer 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, Customer will immediately discontinue use of Axon Cloud Services.

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

AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. **Definitions.**
    1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

    1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

    1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

3. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

4. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:
    4.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

    4.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

    4.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

5. **Axon Responsibilities.**
    5.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

    5.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

    5.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

    5.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

    5.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

6. **Customer Responsibilities**.

6.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

6.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

6.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage. Axon translation products may not be used by healthcare providers (doctors, nurses, paramedics, etc.) for the purpose of providing healthcare services and are only meant to allow healthcare providers to de-escalate confrontations.

7. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

7.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

7.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

7.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

8. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

9. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

10. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

10.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

10.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

11. **Prepared Products.** This section applies to a Customer's AI Eras subscription for Prepared products:

11.1. Deploying Assistive Dispatch may require Axon to procure additional third party-licensing. Axon reserves the right to pass through these third-party costs to the Customer. Assistive Dispatch may also require additional third-party hardware or services to be purchased by the Customer directly from the third-party vendor. AI Era pricing does not include these third-party hardware or services costs.

11.2. Assistive Dispatch is available for Customers using supported CAD and radio console configurations. A technical assessment will determine eligibility. Customers with analog radio consoles or unsupported digital console configurations are not eligible for Assistive Dispatch but may use other Prepared products included in AI Era (ACT, AQA, ANET). Axon will conduct eligibility assessment only when explicitly requested by customer.

11.3. PSAP eligibility for Prepared products under the AI Era Plan requires that AI Era licenses purchased to represent at least one-third (33%) of the total sworn officer count associated with the PSAP. For PSAPs serving multiple agencies, eligibility is calculated based on the aggregate AI Era licenses purchased by all participating agencies relative to the combined sworn officer count served by that PSAP. Axon retains sole discretion to determine PSAP eligibility, and may consider additional factors including call volume, deployment feasibility, and PSAP configuration in making its determination. If customer is interested in Prepared products as part of the purchase of AI Era Plan, Customer to assist Axon in making all eligibility determinations within 90 days of the date of quote signature.

Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations

ACEIP Basic
When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication
Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out
Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom
Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.

Professional Services Appendix

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

1. **Utilization of Services**. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

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

Dock configuration
- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- 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 customers
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other customers 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 Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.

Axon instructor training (Train the Trainer)
Training for Customer's in-house instructors who can support Customer'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.

Users go-live training and support sessions
- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

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

Post go-live review

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

System set up and configuration (Remote Support)
- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full-Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout.
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers. • Discuss the importance of entering metadata and best practices for digital data management. • Provide referrals to other customers using TASER CEWs and Axon Evidence. • **For the CEW Full-Service Package:** On-site assistance included. • **For the CEW Starter Package:** Virtual assistance included.
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.
Axon Evidence Instructor T raining • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer's facility • **For the CEW Starter Package:** Training for up to 1 individual virtually
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full-Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

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

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

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

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

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

System set up and configuration (Remote Support)
• Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations.
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices.

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

System set up and configuration (Remote Support)
• Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

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

10. **Signal Sidearm Installation Service.**

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

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

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration
• Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.

Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan • Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet • Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. 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.

13. **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 Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer 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 Customer.

15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

    Additional Trainings. If the Customer purchases a training voucher, Customer must use the voucher within one (1) year of issuance, or the voucher will be void. The voucher has no cash value. Customer cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Customer responsibility.

16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer

must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

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

1. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
2. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
3. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
4. **Dedrone Refresh.** Under the Dedrone Refresh Program ("Program"), you will receive replacement hardware for each covered product purchased under the Program. The replacement hardware will be the same model as, or a comparable model to, the original. The Program does not require Axon to provide next-generation or upgraded versions. You are not required to return the original hardware upon receipt of the replacement.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock, if required for an Axon Device, as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade. For Dedrone devices Axon does not guarantee that next-gen products will be available at the time of refresh.
8. **Return of Original Axon Device.** Except for any Dedrone devices, within thirty (30) days of receiving a Deviceor Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer. For Dedrone hardware, the Customer has no obligation to return or destroy the hardware under the TAP program.
9. **Termination.** If TAP or OSP terminates or expires:

   9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.

   9.2. Axon will not and has no obligation to provide the Upgrade Models.

   9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium OSP 10 Plus Premium and the TASER component of any TASER mounted drones purchased from Axon, if applicable.

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

2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every one thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Limited Warranty**.

   3.1. **"Deployment**" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.

   3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100 Deployments.

   3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or, 100 Deployments.

   3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100 Deployments.

   3.5. **TASER 10L Devices.** If the TASER Device is a TASER 10L (TASER 10 Light) as defined in the Quote, Axon warrants that the TASER Device is free from defects in workmanship and materials for the earlier of one (1) year from the date of Customer's receipt or 100 Deployments.

   3.6. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.

   3.7. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix.

   3.8. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty and continues for the period defined in the Quote. Each additional year of warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period that may be purchased for an individual TASER Device will be the earlier of five (5) years or 500 Deployments, this includes the Limited Warranty. Limited Warranty. Reduced Life TASER 10L device has a maximum warranty that may be purchased will be the earlier of two (2) years or 200 including the Limited Warranty.

5. **Upgrade Change**. If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

6. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-

in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

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

7. **Customer Warranty**. If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.

8. **Purchase Order**. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.

9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.

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

10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.

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

10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

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

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

Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

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

3. **Axon Fleet Specific Terms.**

 3.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

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

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

4. **Axon Outpost Specific Terms.**

 4.1. **Outpost License and Permits**. Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

5. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Vandalism or Motor Vehicle Accident Warranty.** If Customer purchases the Vandalism and Accident warranty, Axon will provide up to two (2) replacements per warranty purchased if your Outpost is damaged due to vandalism or a motor vehicle accident. Axon will make a commercially reasonable effort to provide new installation free of

charge, but installation may require additional cost. Axon does not provide refunds or credits if the warranty is not used during the Term of the Quote.

7. **Axon Lightpost Specific Terms.**

7.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

7.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

7.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

8. **Wireless Offload Server**

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

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

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

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

9. **Acceptance Checklist**. If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories, Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

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

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

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

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

Axon Virtual Reality Content Terms of Use Appendix

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

1. **<u>Term</u>.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").

2. **<u>Headsets</u>.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.

3. **<u>License Restrictions</u>.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **<u>Privacy</u>.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **<u>Termination</u>.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

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

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.

2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.

3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;

   3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;

   3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;

   3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;

   3.5. use trade secret information contained in Axon Evidence Local;

   3.6. resell, rent, loan or sublicense Axon Evidence Local;

   3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or

   3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.

4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.

5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

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

1. **Definitions**.

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

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

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

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

2. **Purpose and License**.

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

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

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

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

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

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

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

4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

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

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

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

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

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

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

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

4.11. disclose Axon's API manual.

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

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

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

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

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

6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:

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

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

6.3. misrepresent the source or ownership; or

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

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

Axon Channel Services Appendix

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

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

Axon Technical Account Manager Appendix

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

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

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

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

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

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

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

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

3. **Regional TAM Scope of Services.**

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

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

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

   3.4. The Regional TAM service options are listed below:

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

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

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

Axon Investigate Appendix

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

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

1. **Definitions**.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

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

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address.** Axon will not store survey respondents' IP address.

4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

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

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.

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

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

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

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

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

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

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

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

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Customer is responsible for:

    18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;

    18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Customer will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Customer Responsibilities**. Customer is responsible for:

    20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

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

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

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

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

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

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

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

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

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

Axon Event Offer Appendix

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

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.

2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).

3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.

4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.

5. **Availability**. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.

6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.

2. **Warranties. TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.

4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, "Dedrone Products"), this Dedrone Product Appendix shall apply.

1. **Definitions.**

1.1 **"Dedrone Data"** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software

1.2 **"Dedrone Hardware**" means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.

1.3 **"Sensor"** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.

1.4 **"Dedrone Software**" means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.

1.5 **"Third-Party Hardware"** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. **Customer License.**

2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties

2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a ("Prohibited Use").

3. **Customer Obligations.**

3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection**.

4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership**.

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights**. To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates**. The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

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

Q-826390-46119NE

Issued: 04/07/2026
Quote Expiration: 04/30/2026
Estimated Contract Start Date: 06/15/2026
Account Number: 513096
Payment Terms:
Mode of Delivery: AUTO-GND
Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Frisco PD - CO 1 Main St Frisco, CO 80443-5470 USA	Frisco Police Department - CO P.O. BOX 4100 Frisco CO 80443 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Nevaeh Elevario Phone: Email: nelevario@axon.com Fax:	Tom Wickman Phone: (970) 668-3579 Email: tomw@townoffrisco.com Fax: (970) 668-5638

Quote Summary

Program Length	120 Months
TOTAL COST	$639,814.70
ESTIMATED TOTAL W/ TAX	$639,814.70

Discount Summary

Average Savings Per Year	$10,136.81
TOTAL SAVINGS	$101,368.14

Payment Summary

Date	Subtotal	Tax	Total
May 2026	$6,500.00	$0.00	$6,500.00
Jan 2027	$70,368.30	$0.00	$70,368.30
Jan 2028	$70,368.30	$0.00	$70,368.30
Jan 2029	$70,368.30	$0.00	$70,368.30
Jan 2030	$70,368.30	$0.00	$70,368.30
Jan 2031	$70,368.30	$0.00	$70,368.30
Jan 2032	$70,368.30	$0.00	$70,368.30
Jan 2033	$70,368.30	$0.00	$70,368.30
Jan 2034	$70,368.30	$0.00	$70,368.30
Jan 2035	$70,368.30	$0.00	$70,368.30
Total	**$639,814.70**	**$0.00**	**$639,814.70**

Quote Unbundled Price:	**$722,323.10**
Quote List Price:	**$620,932.70**
Quote Subtotal:	**$639,814.70**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	18	120	$157.40	$110.46	$110.46	$238,593.60	$0.00	$238,593.60
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	18	120			$1,049.00	$18,882.00	$0.00	$18,882.00
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	3			$1,638.90	$1,638.90	$4,916.70	$0.00	$4,916.70
A la Carte Software									
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	18	120		$12.12	$12.12	$26,179.20	$0.00	$26,179.20
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	18	120		$12.12	$12.12	$26,179.20	$0.00	$26,179.20
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	120		$30.29	$30.29	$65,426.40	$0.00	$65,426.40
102011	AXON AI ASSISTANT	18	120		$36.35	$36.35	$78,516.00	$0.00	$78,516.00
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	18	120		$78.76	$78.76	$170,121.60	$0.00	$170,121.60
A la Carte Services									
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
102526	PSO 1-DAY ONSITE TRAINING	1			$8,000.00	$8,000.00	$8,000.00	$0.00	$8,000.00
Total							**$639,814.70**	**$0.00**	**$639,814.70**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	18	1	05/15/2026
AB4 CONNECTED HARDWARE BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	20	1	05/15/2026
AB4 CONNECTED HARDWARE BUNDLE	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	20	1	05/15/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	1	05/15/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	05/15/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	05/15/2026
BWC Unlimited with TAP 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	18	1	11/15/2028
BWC Unlimited with TAP 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	3	1	11/15/2028
BWC Unlimited with TAP 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	18	1	05/15/2031
BWC Unlimited with TAP 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	3	1	05/15/2031
BWC Unlimited with TAP 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	18	1	11/15/2033
BWC Unlimited with TAP 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	3	1	11/15/2033
BWC Unlimited with TAP 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	18	1	05/15/2036
BWC Unlimited with TAP 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	3	1	05/15/2036

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	18	06/15/2026	06/14/2036
BWC Unlimited with TAP 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	18	06/15/2026	06/14/2036
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	18	06/15/2026	06/14/2036
A la Carte	102011	AXON AI ASSISTANT	18	06/15/2026	06/14/2036
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	18	06/15/2026	06/14/2036
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	18	06/15/2026	06/14/2036
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	06/15/2026	06/14/2036

Services

Bundle	Item	Description	QTY
A la Carte	102526	PSO 1-DAY ONSITE TRAINING	1
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	18	05/15/2027	06/14/2036
BWC Unlimited with TAP 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	3	05/15/2027	06/14/2036

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1 Main St	Frisco	CO	80443-5470	USA

Payment Details

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	18	$1,728.27	$0.00	$1,728.27
Annual Payment 1	102011	AXON AI ASSISTANT	18	$797.66	$0.00	$797.66
Annual Payment 1	102526	PSO 1-DAY ONSITE TRAINING	1	$81.27	$0.00	$81.27
Annual Payment 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	18	$265.96	$0.00	$265.96
Annual Payment 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	18	$265.96	$0.00	$265.96
Annual Payment 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$30.48	$0.00	$30.48
Annual Payment 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	$664.68	$0.00	$664.68
Annual Payment 1	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	18	$2,423.94	$0.00	$2,423.94
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	3	$49.95	$0.00	$49.95
Annual Payment 1	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	18	$191.83	$0.00	$191.83
Total				**$6,500.00**	**$0.00**	**$6,500.00**

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	18	$18,710.35	$0.00	$18,710.35
Annual Payment 2	102011	AXON AI ASSISTANT	18	$8,635.37	$0.00	$8,635.37
Annual Payment 2	102526	PSO 1-DAY ONSITE TRAINING	1	$879.86	$0.00	$879.86
Annual Payment 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$329.95	$0.00	$329.95
Annual Payment 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	$7,195.75	$0.00	$7,195.75
Annual Payment 2	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	18	$26,241.08	$0.00	$26,241.08
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	3	$540.75	$0.00	$540.75
Annual Payment 2	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	18	$2,076.69	$0.00	$2,076.69
Total				**$70,368.30**	**$0.00**	**$70,368.30**

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	18	$18,710.35	$0.00	$18,710.35
Annual Payment 3	102011	AXON AI ASSISTANT	18	$8,635.37	$0.00	$8,635.37
Annual Payment 3	102526	PSO 1-DAY ONSITE TRAINING	1	$879.86	$0.00	$879.86
Annual Payment 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$329.95	$0.00	$329.95
Annual Payment 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	$7,195.75	$0.00	$7,195.75
Annual Payment 3	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	18	$26,241.08	$0.00	$26,241.08
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	3	$540.75	$0.00	$540.75
Annual Payment 3	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	18	$2,076.69	$0.00	$2,076.69
Total				**$70,368.30**	**$0.00**	**$70,368.30**

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	18	$18,710.35	$0.00	$18,710.35
Annual Payment 4	102011	AXON AI ASSISTANT	18	$8,635.37	$0.00	$8,635.37
Annual Payment 4	102526	PSO 1-DAY ONSITE TRAINING	1	$879.86	$0.00	$879.86
Annual Payment 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$329.95	$0.00	$329.95
Annual Payment 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	$7,195.75	$0.00	$7,195.75
Annual Payment 4	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	18	$26,241.08	$0.00	$26,241.08
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	3	$540.75	$0.00	$540.75
Annual Payment 4	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	18	$2,076.69	$0.00	$2,076.69
Total				**$70,368.30**	**$0.00**	**$70,368.30**

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	18	$18,710.35	$0.00	$18,710.35
Annual Payment 5	102011	AXON AI ASSISTANT	18	$8,635.37	$0.00	$8,635.37
Annual Payment 5	102526	PSO 1-DAY ONSITE TRAINING	1	$879.86	$0.00	$879.86
Annual Payment 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 5	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$329.95	$0.00	$329.95
Annual Payment 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	$7,195.75	$0.00	$7,195.75
Annual Payment 5	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	18	$26,241.08	$0.00	$26,241.08
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	3	$540.75	$0.00	$540.75
Annual Payment 5	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	18	$2,076.69	$0.00	$2,076.69
Total				**$70,368.30**	**$0.00**	**$70,368.30**

Jan 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	18	$18,710.35	$0.00	$18,710.35
Annual Payment 6	102011	AXON AI ASSISTANT	18	$8,635.37	$0.00	$8,635.37
Annual Payment 6	102526	PSO 1-DAY ONSITE TRAINING	1	$879.86	$0.00	$879.86
Annual Payment 6	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 6	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 6	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$329.95	$0.00	$329.95
Annual Payment 6	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	$7,195.75	$0.00	$7,195.75
Annual Payment 6	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	18	$26,241.08	$0.00	$26,241.08
Annual Payment 6	H00002	AB4 Multi Bay Dock Bundle	3	$540.75	$0.00	$540.75
Annual Payment 6	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	18	$2,076.69	$0.00	$2,076.69
Total				**$70,368.30**	**$0.00**	**$70,368.30**

Jan 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	18	$18,710.35	$0.00	$18,710.35
Annual Payment 7	102011	AXON AI ASSISTANT	18	$8,635.37	$0.00	$8,635.37
Annual Payment 7	102526	PSO 1-DAY ONSITE TRAINING	1	$879.86	$0.00	$879.86
Annual Payment 7	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 7	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 7	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$329.95	$0.00	$329.95
Annual Payment 7	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	$7,195.75	$0.00	$7,195.75
Annual Payment 7	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	18	$26,241.08	$0.00	$26,241.08

Jan 2032						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 7	H00002	AB4 Multi Bay Dock Bundle	3	$540.75	$0.00	$540.75
Annual Payment 7	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	18	$2,076.69	$0.00	$2,076.69
Total				**$70,368.30**	**$0.00**	**$70,368.30**

Jan 2033						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 8	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	18	$18,710.35	$0.00	$18,710.35
Annual Payment 8	102011	AXON AI ASSISTANT	18	$8,635.37	$0.00	$8,635.37
Annual Payment 8	102526	PSO 1-DAY ONSITE TRAINING	1	$879.86	$0.00	$879.86
Annual Payment 8	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 8	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 8	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$329.95	$0.00	$329.95
Annual Payment 8	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	$7,195.75	$0.00	$7,195.75
Annual Payment 8	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	18	$26,241.08	$0.00	$26,241.08
Annual Payment 8	H00002	AB4 Multi Bay Dock Bundle	3	$540.75	$0.00	$540.75
Annual Payment 8	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	18	$2,076.69	$0.00	$2,076.69
Total				**$70,368.30**	**$0.00**	**$70,368.30**

Jan 2034						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 9	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	18	$18,710.35	$0.00	$18,710.35
Annual Payment 9	102011	AXON AI ASSISTANT	18	$8,635.37	$0.00	$8,635.37
Annual Payment 9	102526	PSO 1-DAY ONSITE TRAINING	1	$879.86	$0.00	$879.86
Annual Payment 9	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 9	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 9	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$329.95	$0.00	$329.95
Annual Payment 9	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	$7,195.75	$0.00	$7,195.75
Annual Payment 9	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	18	$26,241.08	$0.00	$26,241.08
Annual Payment 9	H00002	AB4 Multi Bay Dock Bundle	3	$540.75	$0.00	$540.75
Annual Payment 9	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	18	$2,076.69	$0.00	$2,076.69
Total				**$70,368.30**	**$0.00**	**$70,368.30**

Jan 2035						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 10	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	18	$18,710.35	$0.00	$18,710.35
Annual Payment 10	102011	AXON AI ASSISTANT	18	$8,635.37	$0.00	$8,635.37
Annual Payment 10	102526	PSO 1-DAY ONSITE TRAINING	1	$879.86	$0.00	$879.86
Annual Payment 10	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 10	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	18	$2,879.25	$0.00	$2,879.25
Annual Payment 10	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$329.95	$0.00	$329.95
Annual Payment 10	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	$7,195.75	$0.00	$7,195.75
Annual Payment 10	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	18	$26,241.08	$0.00	$26,241.08
Annual Payment 10	H00002	AB4 Multi Bay Dock Bundle	3	$540.75	$0.00	$540.75
Annual Payment 10	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	18	$2,076.69	$0.00	$2,076.69
Total				**$70,368.30**	**$0.00**	**$70,368.30**

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

4/7/2026

TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO

RESOLUTION 26 -13

A RESOLUTION APPROVING AN AGREEMENT WITH AXON ENTERPRISES, INC. FOR THE PURCHASE OF BODY CAMERAS AND RELATED HARDWARE, SOFTWARE AND SERVICES FOR THE FRISCO POLICE DEPARTMENT WITHOUT A COMPETETIVE BIDDING PROCESS.

WHEREAS, under section 9-3 of the Town Code, the Town Council is authorized to approve a contract for goods or services without a competitive bidding process when, in the opinion of the Council, the goods or services are best obtained from a single source due to specialized skills, knowledge or experience, unique and relevant experience, knowledge of the Town or exceptional qualifications or reputation in the field; and

WHEREAS, the Frisco Police Department (the "PD") desires to purchase a body camera system from Axon Enterprises that will be compatible and integrate with the related system being implemented by the Summit County District Attorney's Office and with the Axon Enterprises systems currently in use by, or currently being adopted by, the following other local agencies and jurisdictions: Blue River; Breckenridge; Silverthorne; and Summit County Sheriff's Office; and that will integrate with; and

WHEREAS, as a result of Axon Enterprises' previous and current work in providing body camera systems throughout Summit County, the Town Council finds that Axon Enterprises has specialized knowledge and experience that is unique and relevant to the Town and to the systems with which the Town's body camera system interacts; and

WHEREAS, accordingly, the body camera system is best obtained from a single source without a competitive bidding process; and

WHEREAS, the Town Council finds that the price set forth in the attached agreement with Axon Enterprises is fair and reasonable, relative to the general market prices for the goods and services to be provided by Axon Enterprises.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO THAT:

The attached agreement between the Town and Axon Enterprises, Inc. is hereby approved and the Town Mayor and Town Clerk are hereby authorized to execute the same on behalf of the Town of Frisco.

INTRODUCED, READ AND ADOPTED THIS 14th DAY OF APRIL 2026.

Town of Frisco, Colorado:

____
Frederick J. Ihnken, Mayor

ATTEST:

____
Stacey Campbell, Town Clerk

STAFF REPORT

TO:	**MAYOR & TOWN COUNCIL**
FROM:	**ADDISON CANINO, CAPITAL PROJECT SENIOR MANAGER**
	JOSH SOUTHWORTH, PUBLIC WORKS DIRECTOR
RE:	**RESOLUTION 26-12: A RESOLUTION AUTHORIZING THE MAYOR AND TOWN COUNCIL TO EXECUTE A CONSTRUCTION AGREEMENT WITH AD MILLER INC.**
DATE:	**APRIL 14, 2026**

Summary & Background:

Following Town Council's review of the Pioneer Park design, and incorporating community feedback, Town staff collaborated with SCJ Alliance to produce a plan set, project manual, and bid form suitable for a request for proposal (RFP) for construction services. On March 2, 2026, the construction RFP was formally advertised, with a mandatory pre-bid meeting held on March 5, 2026, at 10:00 a.m. The meeting was well attended, with twelve firms in attendance to learn more about the project and see site conditions firsthand.

Following the pre-bid meeting, prospective bidders submitted questions to Town staff and the design team to clarify elements of the project after reviewing site conditions and the project manual. In total, seventy-five questions were received. As the design documents were not yet at 100% construction drawings ("CDs"), certain assumptions were required by both staff and bidders, which is routine in some instances. However, the volume and detail of the questions allowed the project manual, bid form, and plans to be refined, ensuring consistent and reliable information for bidders to develop their final proposals.

The RFP established weighted evaluation criteria consisting of qualifications and references (20%), project manager and personnel (15%), project approach (15%), and fee schedule (50%). Using these criteria, staff scored and ranked the proposals to support a final selection.

Proposals were due to Town staff on March 26, 2026, and seven submissions were received in accordance with the requirements outlined in the RFP.

Consulting Firm	Fee
AD Miller	$1,625,800.89
Columbine Hills Construction	$2,021,230.60
Crossland Construction	$2,318,584.30
MacAllister Construction	$1,861,220.58
Mountain Town Constructors	$2,375,674.25
Rock & Company	$1,683,020.83
Vaca Sitework	$1,563,092.00

Staff convened on March 30, 2026, to evaluate the proposals and determine a shortlist for interviews. The low bid was not considered due to an incomplete bid package. Based on staff review, two firms—Rock & Co. and AD Miller—were selected for interviews, which were conducted on March 31, 2026. Following the interviews, staff identified AD Miller as the top-ranked firm and selected them for preliminary award on April 1, 2026.

Staff recommends awarding the contract to AD Miller, of Centennial, Colorado, for a reduced project scope that excludes the restroom component at this time. The budget for this project is $1.500,000, and there are no additional funds at this time to increase the scope or the budget. Removing the restrooms at this time is the most logical and financially responsible decision. The revised scope for the project still includes:

Court resurfacing, playground equipment, walkways, boardwalk, parking, fencing, seating, boulders, landscaping improvements, halfcourt basketball amenity, practice wall, player canopy and bench, hammock and slackline post, and signage.

The Town has successfully partnered with AD Miller on several major projects and is confident in their ability to deliver the project within the 2026 construction season and by the substantial completion deadline of August 31, 2026, as defined by grant funding received. Maintaining this schedule is important to support construction timing, align with Council meeting dates, and satisfy reporting requirements associated with the Department of Local Affairs (DOLA) Strong Communities Grant. Staff anticipates returning to Council at a later date with a change order for the restroom component if additional funding is confirmed.

Analysis:

In 2019, the Town Council adopted the Neighborhood Parks Master Plan to guide future investment in parks, open space, and recreational facilities. The plan identified a need to revitalize Pioneer Park and proposed a conceptual vision for improvements. Community feedback gathered as part of the 2019 Neighborhood Parks Master Plan process identified the following existing concerns with Pioneer Park.

- Lack of public visibility and signage
- Unclear status of tennis courts (public vs. private perception)
- General lack of maintenance and defined purpose

In 2024, the Town of Frisco was awarded a DOLA Strong Communities Grant to support infrastructure for the 54-unit workforce housing project located at 602 Galena Street. A portion of this funding was allocated to Pioneer Park improvements. Pioneer Park, located at the intersection of 6th Avenue and Galena Street, currently includes two public tennis courts but lacks other amenities such as restrooms, play features, signage or formal circulation. The 602 Galena workforce housing project broke ground in July of 2025 and is slated to be completed in late 2026, and Pioneer Park will be a welcomed amenity for the incoming residents to the neighborhood.

The primary goal of the project is to improve and revitalize Pioneer Park to better serve the broader community through additional uses, features for a variety of ages, improved connectivity, and other site amenities. The original project scope also included construction of a restroom facility with flushable toilets; however, as described below, staff is recommending that this element be deferred from the base contract at this time due to current funding constraints.

In June of 2025, a Request for Proposals (RFP) for the Pioneer Park Design was released, and a total of ten proposals were received on or before the submittal deadline. After four of the ten firms were interviewed the staff unanimously recommended award to SCJ Alliance for the project. SCJ Alliance is based out of Crested Butte, CO, with their Principal-in-Charge living in Silverthorne, CO. Their work in Colorado mountain communities is extensive. The public engagement piece of their proposal far exceeded all other proposals and included a “boots on the ground” outreach campaign focused on local business owners and residents. They also included a community survey in Spanish and English, connected with the community through existing events, and hosted a playful and imaginative ‘Design Your Own Park’ workshop.

After the public engagement process and meeting with Town Council, a direction was set forth in the design, which was then updated to reflect Council and community comments, reviewed by Town staff and SCJ Alliance, and put out to bid for construction in March of 2026.

Financial Impact:

In 2024, the Town of Frisco was awarded a DOLA Strong Communities Grant to support infrastructure associated with the 54-unit housing project at 602 Galena Street. A portion of that funding is allocated to Pioneer Park improvements, with the remainder of the project funded through the Town’s Capital Fund. AD Miller’s proposal for the full project scope was $1,625,800.89 which exceeded the amount currently budgeted for the project. The budget for this project is $1,500,000.

Staff worked with AD Miller to reduce the scope and recommends awarding the contract with this reduced scope that removes the restroom component and aligns the project with the currently available budget, for a contract price of $1,357,527.29. This approach allows the Town to proceed with the core park improvements on schedule while preserving the ability to add the restroom later through a change order, subject to additional grant funding and Council approval. Staff also recommends contracting with AD Miller for an amount less than $1,500,000 to account for additional costs paid by the Town including permitting, surveying, additional signage, etc.

Staff is continuing to evaluate potential funding sources for the restroom. Some grant funding remains uncertain because it is tied to matching funds associated with other workforce housing projects in the area, and one of those projects may be delayed. That delay could create additional flexibility in available grant funds that is not known at this time. Staff has also pursued two additional grant opportunities, from the Gates Family Foundation’s Capital Grant program and the T-Mobile Hometown Grant. Staff is also pursuing additional funding from the DOLA Strong Communities grant[EH1.1]. If received, these will help fund the restroom component. Once additional funding is better understood, staff plans to return to Council with a change order request if appropriate.

Alignment with Strategic Plan:
The Town's vision is to be a "welcoming mountain town that connects people with nature and supports opportunities for community well-being." The Pioneer Park project directly advances this vision by improving and revitalizing the park to better serve the community through expanded recreational opportunities, multi-generational amenities, and better connectivity to the Town's established network of pathways and park facilities. While the restroom component is proposed to be deferred from the initial contract, staff continues to view it as an important project feature and will return to Council if funding becomes available. The project also aligns with Council's strategic objective to provide inclusive culture, arts, and recreation opportunities for the community, especially to the incoming residents of the 602 Galena housing project.

Sustainability:
AD Miller has a clear approach to constructing within an environmentally sensitive project area that includes existing landscaping, mature tree cover, and delineated wetland areas. Their plan incorporates protective measures to minimize disturbance to these features, allowing construction activities to proceed while avoiding potential impacts to sensitive areas. This approach is intended to preserve the site's natural setting, ensuring that upon project completion, the park remains a key Town space for both residents and visitors, while maintaining its "hidden" park aesthetic.

Staff Recommendation:
Staff recommends Council approve the contract with AD Miller for the construction of Pioneer Park improvements in a reduced scope that excludes the restroom component at this time. Staff further recommends returning to Council at a later date with a change order request for the restroom if additional funding becomes available and is appropriated.

Reviews and Approvals:

- Emma Heth, Planner II
- Leslie Edwards, Finance Director
- Katie Kent, Community Development Director
- Diane McBride, Deputy Town Manager
- Tom Fisher, Town Manager

Attachments:

- Attachment 1 – Resolution 26-12: A Resolution Authorizing the Mayor and Town Council to execute a construction agreement with AD Miller Inc.
- Attachment 2 – Contract for Goods/Services
- Attachment 3 – AD Miller Fee Schedule
- Attachment 4 – SCJ Alliance Drawings

TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 26-12

A RESOLUTION AUTHORIZING THE MAYOR AND FRISCO TOWN COUNCIL TO EXECUTE A CONSTRUCTION AGREEMENT WITH AD MILLER INC. IN AN AMOUNT NOT TO EXCEED $1,357,527.29

WHEREAS, the Town Council has prioritized improvements to the park known as Pioneer Park as identified in the 2019 Neighborhood Parks Master Plan; and

WHEREAS, in accordance with Chapter 9 of the Frisco Town Code, staff solicited a Request for Proposals (RFP) for construction of Pioneer Park and resulted in seven competitive bids being submitted; and

WHEREAS, the Capital Fund has sufficient sums of money to cover the contract amount that has been proposed for award; and

WHEREAS, the Town Council has reviewed the staff memo dated April 14, 2026, concerning the bid amounts, the review process, the recommendation of the selection committee and the reasons for that recommendation; and

WHEREAS, based upon that review, the Town Council has determined that it is in the best interests of the Town to enter into an agreement for the Pioneer Park Construction with AD Miller Inc.; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THAT:

The Mayor and Town Clerk are hereby authorized to execute any and all documents necessary to the attached Construction Agreement for the Pioneer Park Design with AD Miller, Inc., at a cost, as set forth therein, not to exceed one million, three hundred fifty-seven thousand, five hundred twenty-seven dollars and twenty-nine cents ($1,357,527.29).

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 14th DAY OF April 2026.

TOWN OF FRISCO:

____
Frederick J. Ihnken, Mayor

ATTEST:

____
Stacey Campbell, Town Clerk

SCJ ALLIANCE
CONSULTING SERVICES

BID FORM- A.D. Miller Services Inc.

PROJECT NAME: PIONEER PARK

UPDATED: 3/19/2026

ITEM	TASK	MATERIALS	QTY	$/UNIT	COST	NOTES / COMMENTS
REFERENCE DRAWING SET AND PROJECT MANUAL FOR QUANTITIES AND TASKS						
A	**SITE PREPARATION**					
	Overhead					
A1	Mobilization & GCs	EA	1		$ 11,499.23	Includes all equipment, labor, hauling, and dump fees
	Demolition / Salvage				$ -	
A2	Scrape/Dispose Existing Court Surface	SF	14,400	1	$ 20,557.80	Includes all equipment, labor, hauling, and dump fees
A3	Remove/Dispose Existing Court Fences	LF	480	16	$ 7,709.18	Includes all equipment, labor, hauling, and dump fees
A4	Tree Removal	EA	5	316	$ 1,581.81	Includes all equipment, labor, hauling, and dump fees
A5	Miscellaneous Site Element Demolition	EA	10	286	$ 2,855.25	Includes all equipment, labor, hauling, and dump fees
A6	Tree Protection Fencing	LF	1,018	5	$ 5,231.96	Includes all equipment, labor, hauling, and dump fees
A7	Basecourse Parking Lot Removal (assumes 6" depth)	CY	185	57	$ 10,621.53	Includes all equipment, labor, hauling, and dump fees
					$ 60,056.75	
B	**CIVIL IMPROVEMENTS**					
	Earthwork					
B1	Clear and Grub	LS	1	3,997	$ 3,997.35	Includes all equipment, materials, labor, and incidentals for complete
B2	Imported Top Soil Fill	CY	260	61	$ 15,989.40	Includes all equipment, materials, labor, and incidentals for complete
B3	Fine Grading of Water Quality Ponds	EA	1	4,452	$ 4,451.91	Includes all equipment, materials, labor, and incidentals for complete
	Court Resurfacing					
~~**B4**~~	~~Mill existing tennis court asphalt slab~~	~~SF~~			-	~~Includes all equipment, materials, labor, and incidentals for complete~~
B5	Asphalt court installation	SF	14,400	6	$ 90,454.32	Includes all equipment, materials, labor, and incidentals for complete
B6	Acrylic surfacing and playing striping	SF	14,400	3	$ 45,067.26	Includes all equipment, materials, labor, and incidentals for complete
	Parking	-			$ -	
B7	Base Course	SF	1,411	3	$ 3,540.51	Includes all equipment, materials, labor, and incidentals for complete
B8	Subgrade Prep	SF	1,411	2	$ 2,938.62	Includes all equipment, materials, labor, and incidentals for complete
B9	Asphalt	SF	1,411	10	$ 14,174.03	Includes all equipment, materials, labor, and incidentals for complete
B10	Concrete Curb and Gutter	LF	124	46	$ 5,664.82	Includes all equipment, materials, labor, and incidentals for complete
B11	Accessible Parking Sign and Post	EA	1	857	$ 856.58	Includes all equipment, materials, labor, and incidentals for complete
B12	Striping	LF	225	7	$ 1,605.79	Includes all equipment, materials, labor, and incidentals for complete
B13	HC Symbols	EA	1	799	$ 799.47	Includes all equipment, materials, labor, and incidentals for complete
	Utilities-Electric					
B14	Electric Panel and Meter at Restroom	LS	1	3,769	$ 3,768.93	Includes all equipment, materials, labor, and incidentals for complete
B15	Electric Conduit and trenching	LF	85	37	$ 3,135.06	Includes all equipment, materials, labor, and incidentals for complete
B16	Electric Service from Transformer	LF	125	58	$ 7,309.44	Includes all equipment, materials, labor, and incidentals for complete
	Utilities-Sanitary Sewer				$ -	
~~**B17**~~	~~Dry Vault / Waterless Toilet~~	~~LS~~	~~1~~	~~18,274~~	~~$ 18,273.60~~	~~Includes all equipment, materials, labor, and incidentals for complete~~

	Utilities-Water				$ -	
~~B18~~	~~Frost-Free Yard Hydrant~~	~~EA~~	~~—~~		$ -	~~Includes all equipment, materials, labor, and incidentals for complete~~
B19	Water Service Line (equip +trenching)	LF	80	240	$ 19,180.43	Includes all equipment, materials, labor, and incidentals for complete
	Miscellaneous				$ -	
B20	Existing valve investigation	LS	1	1,713	$ 1,713.15	Includes all equipment, materials, labor, and incidentals to complete
B21	SWPPP (5 months, includes inspections)	LS	1	6,521	$ 6,521.39	Includes all equipment, materials, labor, and incidentals for complete
B22	Silt Fencing/waddle	LF	567	5	$ 3,055.12	Includes all equipment, materials, labor, and incidentals for complete
B23	Construction Entrance	EA	1	6,282	$ 6,281.55	Includes all equipment, materials, labor, and incidentals for complete
B24	Traffic Control	LS	1	5,311	$ 5,310.77	Includes all equipment, materials, labor, and incidentals for complete
B25	Surveying	LS	1	19,224	$ 19,223.83	Includes all equipment, materials, labor, and incidentals for complete
B26	Testing	LS	1	25,092	$ 25,091.94	Includes all equipment, materials, labor, and incidentals for complete
B27	Potholing	HR	1	1,599	$ 1,598.94	Includes all equipment, materials, labor, and incidentals for complete
B28	Rough Grading- included in excavation	CY	121	-	$ -	Includes all equipment, materials, labor, and incidentals for complete
B29	Fine Grading- included in excavation	CY	65	-	$ -	Includes all equipment, materials, labor, and incidentals for complete
B30	Chainlink fence foundation engineering	LS	1	3,426	$ 3,426.30	Includes all equipment, materials, labor, and incidentals for complete
B31	Pipe Bollard	EA	4	1,713	$ 6,852.60	Includes all equipment, materials, labor, and incidentals for complete
B32	Dry Well	LS	1	4,195	$ 4,194.93	Includes all equipment, materials, labor, and incidentals for complete
B33	Drinking Fountain Drain Pipe	LF	24	131	$ 3,140.78	Includes all equipment, materials, labor, and incidentals for complete
					$ 327,618.81	
C	**STRUCTURES**					
	Restroom Building					
~~C1~~	~~Structure, final design TBD~~	~~LS~~	~~1~~	~~200,000~~	~~$ 200,000.00~~	~~Customized prefabricated unit, 2 unisex stalls, mechanical area, and storage space. Approx. 168 sf.~~
~~C2~~	~~Structure footings, final design TBD~~	~~LS~~	~~1~~	~~50,000~~	~~$ 50,000.00~~	~~Includes all equipment, materials, labor, and incidentals for complete~~
					~~$ 250,000.00~~	
D	**LANDSCAPE IMPROVEMENTS**					
	Hardscape Surfaces					
D1	Multi-Use Walkway	SF	2,836	11	$ 31,094.36	Includes all equipment, materials, labor, and incidentals for complete
D2	Sidewalk Chase	EA	1	3,506	$ 3,506.25	Includes design, equipment, materials, labor, and incidentals for complete
D3	Playground Ramp	EA	1	5,634	$ 5,633.98	Includes all equipment, materials, labor, and incidentals for complete
D4	Permeable Pavers, permeable profile	SF	1,164	29	$ 33,235.11	Includes all equipment, materials, labor, and incidentals for complete
D5	Boardwalk Walkway-includes piers	SF	922	132	$ 121,565.12	Includes all equipment, materials, labor, and incidentals for complete
D6	Boardwalk Ramp	SF	120	43	$ 5,207.98	Includes all equipment, materials, labor, and incidentals for complete
	Softscape Surfaces					
D7	Cobble 2"-4" angular, 12" depth	SF	-		$ -	Includes all equipment, materials, labor, and incidentals for complete
D8	Cobble 4"-8" angular, 12" depth	SF	14	33	$ 455.70	Includes all equipment, materials, labor, and incidentals for complete
D9	Crushed Stone Path / Surfacing	SF	3,281	6	$ 20,422.40	Includes all equipment, materials, labor, and incidentals for complete
D10	Engineered Wood Fiber, 12" depth	SF	2,409	6	$ 14,230.57	Includes all equipment, materials, labor, and incidentals for complete
D11	Playground Drainage Rock	SF	2,409	7	$ 16,336.60	Includes all equipment, materials, labor, and incidentals for complete
	Walls and Curbs	-			$ -	
D12	Stone Seat Wall, Rough Hewn Stone	LF	128	333	$ 42,657.44	Includes all equipment, materials, labor, and incidentals for complete
D13	Low Block Retaining Wall	LF	126	34	$ 4,316.00	Includes all equipment, materials, labor, and incidentals for complete
D14	Playground Curb, concrete	LF	356	51	$ 18,128.55	Includes all equipment, materials, labor, and incidentals for complete
	Fencing					
D15	Fence, 10' height, chain link, pvc coated	LF	536	96	$ 51,257.45	Includes all equipment, materials, labor, and incidentals for complete
D16	Fence, 4' height, chain link, pvc coated	LF	60	46	$ 2,741.04	Includes all equipment, materials, labor, and incidentals for complete
D17	Pedestrian Gate w/ Transom, pvc coated	EA	2	857	$ 1,713.15	Includes all equipment, materials, labor, and incidentals for complete
D18	Maintenance Gate, pvc coated	EA	2	4,112	$ 8,223.12	Includes all equipment, materials, labor, and incidentals for complete
	Playground Equipment A	-				

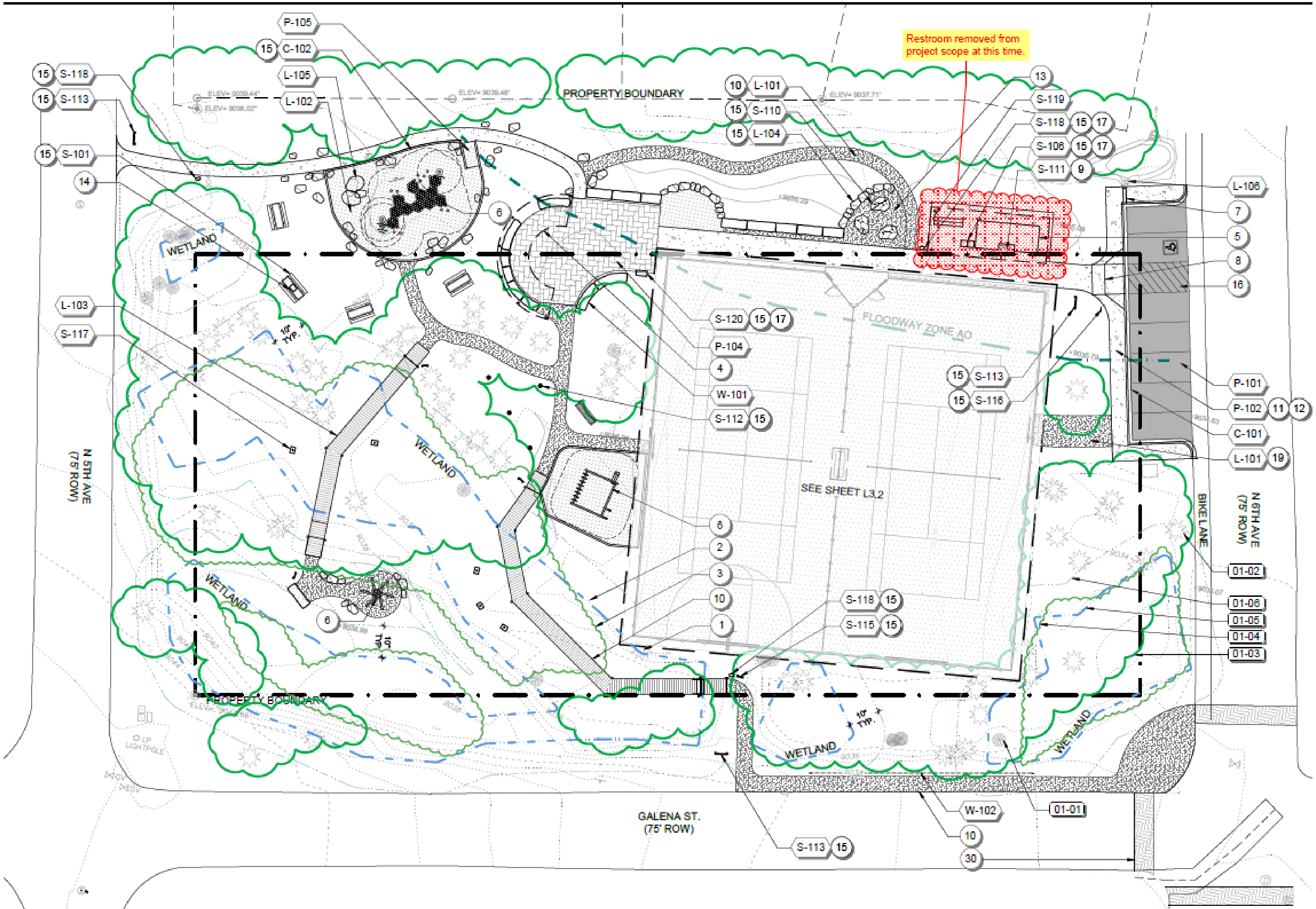
D19	Earthscape Moku-Yama 11.1, 5-12	EA	1	204,436	$ 204,435.90	Includes all equipment
D20	Shipping, Playground Equipment	EA	1	23,756	$ 23,755.68	
D21	Installation, Playground Equipment	EA	1	60,439	$ 60,438.79	Includes all materials, labor, and incidentals for complete installation
	Playground Equipment B	-				
D22	D+G Fitness Combo No. 1	EA	1	28,493	$ 28,493.11	Includes all equipment
D23	Woodland Hut No.1	EA	1	6,055	$ 6,055.41	Includes all equipment
D24	Bird Box No. 1	EA	5	2,138	$ 10,690.06	Includes all equipment
D25	Shipping, Playground Equipment	EA	1	11,193	$ 11,192.58	
D26	Installation, Playground Equipment	EA	1	22,728	$ 22,727.79	Includes all materials, labor, and incidentals for complete installation
	Site Elements					
D27	Carved Stone Seating	EA	3	5,711	$ 17,131.50	Includes all materials, labor, and incidentals for complete installation
D28	Boulders, install only	EA	61	134	$ 8,151.17	Includes all labor, and incidentals for complete installation
	Site Furnishings					
D29	Drinking Fountain	EA	1	10,119	$ 10,119.01	Includes all equipment, materials, labor, and incidentals for complete
D30	Post / Net Assembly (tennis)	EA	2	2,170	$ 4,339.98	Includes all equipment, materials, labor, and incidentals for complete
D31	Basketball Assembly	EA	1	5,711	$ 5,710.50	Includes all equipment, materials, labor, and incidentals for complete
D32	Practice Wall (tennis)	EA	2	15,601	$ 31,202.17	Includes all equipment, materials, labor, and incidentals for complete
D33	Windscreen (tennis)	LS	1	9,708	$ 9,707.85	Includes all equipment, materials, labor, and incidentals for complete
D34	Player Canopy and Bench (tennis)	EA	1	8,097	$ 8,097.49	Includes all equipment, materials, labor, and incidentals for complete
D35	Picnic Table, install only	EA	4	228	$ 913.68	Includes all labor and incidentals for complete installation
D36	Picnic Table, woodburning	EA	1	799	$ 799.47	Includes all labor and incidentals for complete installation
D37	Memorial Bench, install only	EA	1	228	$ 228.42	Includes all labor and incidentals for complete installation
D38	Trash / Recycling Receptacle, install only	EA	1	1,028	$ 1,027.89	Includes all labor and incidentals for complete installation
D39	Dog Waste Bag Station	EA	3	1,713	$ 5,139.45	Includes all equipment, materials, labor, and incidentals for complete
D40	Pipe In Post Sign Post	EA	3	571	$ 1,713.15	Includes all equipment, materials, labor, and incidentals for complete
D41	Bike Rack, install only	EA	1	428	$ 428.29	Includes all labor and incidentals for complete installation
D42	Hammock / Slackline post	EA	4	480	$ 1,918.73	Includes all equipment, materials, labor, and incidentals for complete
	Signage					
D43	Interpretive +Tennis Signage, install only	EA	7	485	$ 3,397.75	Includes all labor and incidentals for complete installation
D44	Park Identity Signage, install only	EA	3	857	$ 2,569.73	Includes all labor and incidentals for complete installation
	Plant Material					
D45	Trees - Med Deciduous (2.5"-3" caliper)	EA	10	1,226	$ 12,263.87	Includes all equipment, materials, labor, and incidentals for complete
D46	Trees - Small Deciduous (1.5"-2" caliper)	EA	-		$ -	Includes all equipment, materials, labor, and incidentals for complete
D47	Trees - Evergreen (BB 8'-10')	EA	7	409	$ 2,863.24	Includes all equipment, materials, labor, and incidentals for complete
D48	Shrubs (5 gal.)	EA	123	85	$ 10,484.48	Includes all equipment, materials, labor, and incidentals for complete
D49	Perennials / Ornamental Grasses (1 gal.)	EA	58	60	$ 3,501.68	Includes all equipment, materials, labor, and incidentals for complete
D50	Perennials / Ornamental Grasses (6" pot)	EA	354	30	$ 10,511.89	Includes all equipment, materials, labor, and incidentals for complete
D51	Soil Improvements (Trees)	EA	17	291	$ 4,940.72	Includes all equipment, materials, labor, and incidentals for complete
D52	Soil Improvements (Shrubs + Perennials)	EA	535	25	$ 13,442.52	Includes all equipment, materials, labor, and incidentals for complete
D53	Planting Area Preparation (soil, compost, amendments, etc.)	SF	9,000	0	$ 1,952.99	Includes all equipment, materials, labor, and incidentals for complete installation
D54	Native Grass Seeding	SF	8,140	1	$ 5,516.34	Includes all equipment, materials, labor, and incidentals for complete
D55	Wildflower Seeding	SF	8,140	0	$ 650.77	Includes all equipment, materials, labor, and incidentals for complete
	Irrigation					
D56	Irrigation Design	LS	1	2,650	$ 2,649.67	Includes design and all materials, labor, and incidentals for complete
D57	Controller	EA	1	2,056	$ 2,055.78	Includes all equipment, materials, labor, and incidentals for complete
D58	Backflow Preventer	EA	1	4,683	$ 4,682.61	Includes all equipment, materials, labor, and incidentals for complete
D59	Water Connection Assembly	LS	1	3,483	$ 3,483.41	Includes all equipment, materials, labor, and incidentals for complete
D60	Main Line	LF	123	17	$ 2,107.17	Includes all equipment, materials, labor, and incidentals for complete
D61	Valve, spray	EA	3	1,316	$ 3,947.10	Includes all equipment, materials, labor, and incidentals for complete
D62	Valve, drip	EA	3	1,713	$ 5,139.45	Includes all equipment, materials, labor, and incidentals for complete

D63	Spray Irrigation Area	LS	1	13,637	$ 13,636.67	Includes all equipment, materials, labor, and incidentals for complete
D64	Drip Irrigation Area	LS	1	11,764	$ 11,763.63	Includes all equipment, materials, labor, and incidentals for complete
	Miscellaneous					
D65	Wetland Restoration due to disturbance	LS	1	11,421	$ 11,421.00	Includes all equipment, materials, labor, and incidentals for complete
					$ 988,125.33	
E	**PROJECT TOTAL**				$ 1,357,527.29	
F	**BID ALTERNATES**					
	Alternate #1					
F1	Tennis Court Surfacing - modular polypropylene court tiles	SF	14,400	12	$ 168,725.38	Includes all equipment, materials, labor, and incidentals for complete installation
					$ 168,725.38	

NOTES

1. Current lead time for D&G playground equipment is 36 weeks from approved shop drawings.
2. Assumed excess cut to north of tennis courts and no import fill is expected.
3. Allowance of $15,000 for 3 seat boulders- use of Town of Frisco boulders from local pit
4. Assumed Kansa / Keystone block for low block walls.
5. No specification for restroom vault.
6. Excludes hard rock excavation / drilling of hard rock.

Pioneer Park



CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into this 14th day of December, 2022, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation with an address of 1 Main Street, Frisco, CO 80443 (the "Town"), and AD Miller INC, a ________ ("Contractor") (collectively the "Parties").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Scope of Work. Contractor shall perform the following described work (the "Project"), in accordance with this Agreement and the Contract Documents, which Contract Documents are as defined in the General Conditions attached hereto and incorporated herein by this reference as Exhibit "A". The Project is generally described as follows:

Pioneer Park Construction

The Project is described and/or depicted with particularity in the "Scope of Work" attached hereto as Exhibit B, which Exhibit is incorporated herein by this reference.

1. Bonds. Within ten (10) days of the date of this Agreement, Contractor shall provide the performance and payment bonds and certificate of insurance required by the Contract Documents.

2. Commencement and Completion of Work. Contractor shall commence the Work within 10 days following Contractor's receipt of the 100% design construction drawings, which receipt shall constitute the Notice to Proceed under the Contract Documents. Contractor shall attain Substantial Completion within 180 days following the Notice to Proceed, unless the Contract Time is extended in accordance with the Contract Documents. Contractor shall attain Final Completion within 30 days following Substantial Completion. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Project, an amount not to exceed One million three hundred fifty seven thousand five hundred twenty seven dollars and twentynine cents ($1,357,527.29**)** (the "Contract Price"). The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. The Town has appropriated funds equal to or in excess of the Contract Price.

4. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Summit County, Colorado.

5. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

6. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the Town, superseding all prior oral or written communications.

7. Third Parties. There are no intended third-party beneficiaries to this Agreement.

8. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The Town: Joshua Southworth, PW Director
Project Manager
P.O. Box 4100
Frisco, CO 80443

Contractor: ___________________________
____
____
____

9. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

10. Modification. This Agreement may only be modified upon written agreement of the Parties.

11. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

12. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred eighty-seven thousand dollars ($387,000) per person and one million ninety-three thousand dollars ($1,093,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

13. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

IN WITNESS WHEREOF, this Construction Agreement has been executed by the Parties as of the date first above written, whether or not the date of signing is some other date.

TOWN OF FRISCO, COLORADO

____

Frederick J. Ihnken, Mayor

ATTEST:

Stacey Campbell,
Town Clerk

CONTRACTOR

By: ___________________________________

Its:__________________

STATE OF COLORADO)
) ss.
COUNTY OF ________________)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of ___________________, 20__, by ________________, as ___________ of ___________________.

My commission expires:

(S E A L)

____

Notary Public

TOF.TWR.00269

EXHIBIT A TO CONSTRUCTION AGREEMENT

GENERAL CONDITIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

A. Invitation to Bid;
[B. Bid Form];
[C. Bid Schedule];
D. Construction Agreement;
E. General Conditions;
F. Special Conditions;
G. Technical Specifications;
H. Notice of Award;
I. Notice to Proceed;
J. Payment Bond;
K. Performance Bond;
L. Construction Drawings;
M. Documentation submitted by Contractor prior to Notice of Award; and
N. Addenda ___ through ____.

1.02 CHANGE ORDER:

A written order issued by the Town after execution of the Construction Agreement authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the Work and materials therefor.

1.04 CONTRACT PRICE:

The amount set forth in Paragraph 3 of the Construction Agreement.

1.05 CONTRACT TIME:

The time for completion of the Project as set forth in Paragraph 2 of the Construction Agreement.

1.06 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Saturday, Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.07 FINAL COMPLETION:

The date as certified by the Project Manager when all of the Work on the Project is completed and final payment may be made.

1.08 PROJECT:

The construction task or tasks more fully described in the "Scope of Work" provisions (Exhibit B) of the Construction Agreement.

1.09 PROJECT MANAGER:

The Town's duly authorized representative in connection with the Project.

1.10 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Project, or when the Town may occupy or take possession of all or substantially all of the Project and put it to beneficial use for its intended purposes.

1.12 TOWN

The Town of Frisco, Colorado, a Colorado municipal corporation.

1.13 WORK:

All the work specified, indicated, shown or contemplated in the Contract Documents to construct the Project, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

PART 2. TIME

2.01 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.02 FINAL ACCEPTANCE:

Upon Final Completion, the Project Manager will issue final acceptance.

2.03 CHANGES IN THE WORK:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Frisco Town Council may be required.

The Town shall provide Contractor with written assurance of additional appropriations should any change in the Work result in an increase in the Contract Price exceeding the amount originally appropriated for the Work.

2.07 DELAYS:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, adverse weather conditions not reasonably to be anticipated, or other unavoidable casualties beyond Contractor's control, the Contract Time shall be extended for a reasonable period of time.

B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

2.08 NO DAMAGES FOR DELAY:

The Town shall not amend the Contract Price nor shall Contractor be entitled to additional compensation of any sort for costs or damages incurred as a result of any delays in performance unless such delay is the direct result of the acts or omissions of the Town or persons acting on behalf of the Town, in accordance with C.R.S. § 24-91-103.5.

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 DUTY TO INSPECT AND CONTRACTOR'S REPRESENTATIONS:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

In order to induce Town to enter into the Contract, Contractor makes the following representations:

a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in or related to the Contract Documents;

b. Contractor has visited the site(s) and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;

c. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work; and

d. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site(s), reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

3.03 FURNISHING OF LABOR AND MATERIALS:

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

B. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq*., as amended.

3.04 EMPLOYEES AND SAFETY:

A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Project any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be fully responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the Project site(s) and adjacent property.

3.05 CLEANUP:

A. Contractor shall keep the Project site(s) and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the Project site(s), including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.

B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Project, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Project and shall procure all permits and licenses necessary for the prosecution of the Work.

3.08 SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Project. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. Contractor shall furnish to the Project Manager at the time the Construction Agreement is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Project Manager reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract.

3.12 OTHER CONTRACTS:

The Town reserves the right to let other contracts in connection with the Project. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the Project site(s) necessary to perform their contracts.

3.13 COMMUNICATION:

Contractor shall direct all communications to the Town regarding the Project to the attention of the Project Manager.

PART 4. TERMINATION

4.01 LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site(s), Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

4.02 DEFAULT:

The Town may terminate this Contract upon seven (7) days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including, but not limited to, an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

PART 5. WARRANTIES:

5.01 WARRANTY OR FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the Town that all equipment and materials used in the Project, and made a part of the Project, or placed permanently in the Project, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 GENERAL WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two (2) years from the date of final acceptance of the Project by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Project which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Performance and/or Payment Bonds any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

6.02 NOTICE OF CLAIM:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within twenty-four (24) hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 INSURANCE:

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Without limiting the generality of the foregoing, Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers with a current Best's Insurance Guide Rating of A- or better and authorized to do business in the State of Colorado. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of Work under the Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars ($500,000) each accident, one million dollars ($1,000,000) disease – policy limit, and one million dollars ($1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of at least one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. "All Risk" Builder's Risk insurance in a form acceptable to the TOWN upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall

include, as named insureds, the Town, Contractor, and any Subcontractors. This insurance shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least theft, vandalism, malicious mischief, transit, materials stored off site, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or materials. The Contractor shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The insurance shall be written without a co-insurance clause.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy of insurance required by this Section 6.03.

D. Contractor shall provide to the Town a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6.04 PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish a Performance Bond and a Payment Bond, each in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. These bonds shall remain in effect at least until two (2) years after the date of Final Completion.

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

A. The Town shall make periodic progress payments to Contractor within fifteen (15) days following the Project Manager's approval of the Work completed. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to ninety-five percent (95%) of the Work actually completed, as determined by the Project Manager.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

D. Whenever Contractor receives payment pursuant to this Contract, Contractor shall make payments to each of its Subcontractors of any amounts actually received that were included in Contractor's request for payment to Town for such subcontracts. Contractor shall make such payments within fifteen (15) days of receipt of payment from Town in the same manner as Town is required to pay Contractor pursuant to the Contract Documents if the Subcontractor is satisfactorily performing under its contract with Contractor. Nothing in this paragraph shall be construed to affect the retention provisions of the Contract Documents.

7.02 FINAL PAYMENT:

Upon final acceptance of the Project, the Town shall pay the Contractor the remainder of the Contract Price theretofore unpaid. Notwithstanding any other part of this Section, the Contractor agrees that the Town shall, when required by C.R.S. § 38-26-107(1), publish a "notice of final payment" in a legal Summit County newspaper prior to making final payment to the Contractor. This notice of final payment advertises the date, time, and place when final payment will be made and is intended to alert subcontractors so they can present any claims for unpaid amounts to the Town. The final payment procedure typically delays the final payment made to the Contractor of the retainage amount.

Regardless of whether "notice of final payment" is required by state statute, final payment shall not be made to the Contractor until the Town has complied with all applicable requirements of C.R.S. § 38-26-107 and all claims, if any, have been resolved to the satisfaction of the Town.

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed after the Final Completion date stated in the Construction Agreement, as modified through approved change orders, Contractor shall be assessed the following amounts:

Contract Price	**Amount per day**
\$0-\$50,000	\$350
\$50,000-\$100,000	\$380
\$100,000-\$250,000	\$440
\$250,000-\$500,000	\$520
\$500,000-\$1,000,000	\$640
\$1,000,000-\$2,000,000	\$820
\$2,000,000-\$4,000,000	\$1,080
\$4,000,000-\$8,000,000	\$1,450
\$8,000,000-\$12,000,000	\$1,820
\$12,000,000 or greater	\$2,250

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Frisco Town Council. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Frisco Town Council.

7.05 ITEMS NOT INCLUDED IN BID:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Bid as a Bid item.

7.06 CHANGES IN QUANTITY:

A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.

B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.

C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed one hundred five percent (105%) of the quantity listed on the Bid Schedule.

D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 BID PRICE ADJUSTMENTS:

A. When a major item is increased to more than one hundred twenty five percent (125%) or decreased below seventy five percent (75%) of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.

B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds ten percent (10%) of the original Contract Price.

7.08 ELIMINATED ITEMS:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the Project site(s) but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Project and conforms with the Contract Documents. Payments shall not exceed eighty-five percent (85%) of the price shown in the Bid Schedule or one hundred percent (100%) of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve

Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 COST RECORDS:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

Any and all publications relating to the Project and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 CONFIDENTIALITY:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 INDEPENDENT CONTRACTOR:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

8.04 CONFLICTS:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Construction Agreement.
2. Special Conditions.
3. General Conditions.
4. Supplemental Specifications.
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).
6. Standard Plans (Calculated dimensions will govern over scaled dimensions).

PERFORMANCE BOND

Bond No. _____________

KNOW ALL MEN BY THESE PRESENTS: that

(Firm)____

(Address)____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm)____

(Address)____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation hereinafter referred to as "the Owner", in the amount of ___________________________ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Construction Agreement with the Owner, dated the ______ day of _________________________, 20___, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof,

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and if shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void;

Otherwise the Principal and Surety shall have the following obligations:

1. If Owner is not in Default under the Construction Contract, Surety's obligation under this Bond shall arise after:

1.1 Owner has notified Principal and Surety at its address listed herein that Owner by seven days' written notice intends to terminate the services of Principal or otherwise declare Principal to be in default of its obligations under the Construction Contract; and

1.2 Owner has declared Principal to be in Default and formally terminated Principal's right to complete the Construction Contract; and

1.3 Owner has agreed to pay the Unpaid Balance of the Contract Price to Surety in accordance with the terms of the Construction Contract or to a Principal selected to perform the Construction Contract in accordance with the terms of the Construction Contract with Owner.

2. When Owner has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take one of the following actions:

2.1 Arrange for Principal, with consent of the Owner, to perform and complete the Construction Contract; or

2.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent Principals; or

2.3 Obtain bids or negotiated proposals from qualified Principals acceptable to Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by Owner and the Principal selected with Owner's concurrence, to be secured with the performance and payment bonds executed by a qualified Surety equivalent to the Bonds issued on the Construction Contract, and pay to Owner the amount of damages as described in paragraph 4 in excess of the Unpaid Balance of the Contract Price incurred by Owner resulting from the Principal's Default; or

2.4 Waive its right to perform and complete, arrange for completion, or obtain a new Principal and with reasonable promptness under the circumstances, after investigation, determine the amount for which it is liable to Owner and, as soon as practicable after the amount is determined and approved by Owner, tender payment therefor to Owner.

3. If Surety does not proceed as provided in paragraph 2 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in subparagraph 2.4 and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice, Owner shall be entitled to enforce any remedy available to Owner.

4. After Owner has terminated Principal's right to complete the Construction Contract, and if Surety elects to act under subparagraph 2.1, 2.2, or 2.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Principal under the Construction Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the unpaid balance of the Contract Price and to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:

4.1 The responsibilities of Principal for correction of defective work and completion of the Construction Contract; and

4.2 Additional legal, design professional and delay costs resulting from

Principal's Default, and resulting from the actions or failure to act of Surety under paragraph 2; and

4.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Principal.

5. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

6. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Principal to be in default or within two years after Principal ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

7. Any notice to the parties required under this Bond shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
Project Manager:
P.O. Box 4100
Frisco, CO 80443

PRINCIPAL: ________________________________
____
____
____

SURETY: ________________________________
____
____
____

8. This Bond is to be governed by the laws of the State of Colorado.

9. Definitions.

9.1 Unpaid Balance of the Contract Price: The total amount payable by Owner to Principal under the Construction Contract after all proper adjustments have been made, including allowance to Principal of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Principal is entitled, reduced by all valid and proper payments made to or on behalf of Principal under the Construction Contract.

9.2 Default: Failure of the Principal or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _______ day of ____________________________, 20____.

PRINCIPAL

ATTEST:

By: _________________________________ By: _________________________________

Title:________________________________ Title: ________________________________

Address: _____________________________

____

(Corporate Seal)

SURETY

ATTEST: Surety: ______________________________

By: __________________________________ By: _________________________________

Attorney-in-Fact: ______________________ Title:_________________________________

Address: _____________________________

____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

PAYMENT BOND

Bond No._____________

KNOW ALL MEN BY THESE PRESENTS: that

(Firm)____

(Address)____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm)____

(Address)____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation, hereinafter referred to as "the Owner", in the amount of __________________________ Dollars in lawful money of the United States, whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to the Owner to pay for labor, materials and equipment furnished for use in the performance of that Construction Agreement with the Owner, dated the ____ day of ________________, 20___, for the performance of certain Work (the “Construction Contract”), which is by reference made a part hereof,

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the Construction Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER,

1. That Surety shall have no obligation to Claimants under this Bond until:

1.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

1.2 Claimants who do not have a direct contract with Contractor:

1.2.1 Have furnished written notice to Contractor and sent a copy, or notice thereof to Owner, up to and including the date of final settlement under the Construction Contract, stating with substantial accuracy the amount of the claim and the name of the party to whom materials were furnished or supplied or for whom labor was done or performed; and

1.2.2 Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor has indicated the claim will be paid directly or indirectly; and

1.2.3 Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

2. If a notice required by Section 1 is given by Owner to Contractor or to Surety, that is sufficient compliance.

3. When a Claimant has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take the following actions:

3.1 Send an answer to the Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

3.2 Pay or arrange for payment of any undisputed amounts.

4. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

5. Amount owed by Owner to Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Construction Performance Bond. By Contractor's furnishing and Owner's accepting this Bond, they agree that all funds earned by Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

6. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

7. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Contractor to be in default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

9. Any notice to the parties required under this Bond shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses may provided for convenience only.

OWNER: The Town of Frisco
Project Manager:
P.O. Box 4100
Frisco, CO 80443

PRINCIPAL: ______________________________
____
____
____

SURETY: ______________________________
____
____
____

10. This Bond is to be governed by the laws of the State of Colorado.

11. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Definitions.

12.1 Claimant: Any person, partnership, or corporation, or other entity that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or its Subcontractor in or about the performance of the Work under the Construction Contract, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work, or architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors.

12.2 Default: Failure of the Contractor or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this ______ day of ____________________________, 20_____.

ATTEST:

By: ______________________________

Title:______________________________

PRINCIPAL

By:______________________________

Title:______________________________

Address:____________________________

____

(Corporate Seal)

SURETY

ATTEST:	Surety:______________________________
By: __________________________________	By: ________________________________
Attorney-in-Fact: ______________________	Title: _______________________________
	Address:_____________________________
	_____________________________

(Surety Seal)

NOTE: Date of Bond must not be prior to date of the Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

NOTICE OF AWARD

Date: ______________ __, 20__

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____
____

Re: ________________________________

Dear ____________:

Thank you for submitting a bid for the Town of Frisco's ________________________________**.**

Your firm has been selected as the successful Bidder, and accordingly, this letter is your Notice of Award for the contract amount of $____________ for the above mentioned project.

Enclosed please find an original and duplicate original Construction Agreement. Please review and sign both, then within ten (10) days return one copy to me along with your Payment Bond and Performance Bonds, each in the full amount of the Contract Price, as well as your Certificate of Insurance in the amounts required by the Agreement. When dating these documents, make sure all dates on all documents are the same. Return all the documents at the same time, in the same envelope.

Upon receipt of the fully executed copy of the Construction Agreement, as well as all bonding and insurance documents the Town will send you a Notice to Proceed.

Should you have any questions, please call me at ______________.

Sincerely,

____
____
____

NOTICE TO PROCEED

Date:

____
____
____

Re: _________________________

Dear ____________:

This letter is your Notice to Proceed, effective as of the date of this letter. This notice is in reference to the Construction Agreement between you and the Town of Frisco concerning ______ _______________________________.

Please note that the Work shall commence within ten (10) days from the date of this letter, and that the Work shall be substantially completed within ____________ days from the date of this letter.

Should you have any questions, please call me at (____) ___-____.

Sincerely,

____
____
____

DRAFT

COLORADO BID BOND

BOND NO.
AMOUNT OF BOND: $

KNOW ALL MEN BY THESE PRESENTS, that ______________________________, hereinafter called the PRINCIPAL, and ________________________________, a corporation duly organized under the laws of the State of ___________________, having its principal place of business at ___________________________________ in the State of ___________________, and authorized to do business in the State of Colorado, as SURETY, are held and firmly bound unto the Town of Frisco, hereinafter called the OBLIGEE, in the sum of ______________________________ DOLLARS ($), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his Bid for:

(Describe project)

said Bid, by this reference thereto being hereby made a part hereof; and

WHEREAS, the OBLIGEE has required as a condition for receiving said Bid that the PRINCIPAL furnish the OBLIGEE with security as provided herein;

NOW, THEREFORE, if the PRINCIPAL shall, within sixty (60) days after Bid Opening:

(A) On the prescribed forms presented to him for signature, enter into a written Formal Contract with the OBLIGEE in accordance with his Bid as accepted, give Performance and Payment Bonds with good and sufficient Surety or Sureties as is required upon the forms prescribed in the Contract Documents, and deliver the certificates of insurance required by the Contract Documents, or

(B) Pay to the OBLIGEE the said sum of this bond as liquidated damages, and not as a penalty, THEN, this obligation shall be void and of no effect; otherwise to remain in full force and effect.

Signed and sealed this ____ day of __________________, 20____.

PRINCIPAL
By:

SURETY
By:
Attorney-In-Fact

TOWN OF FRISCO
COLORADO

TO: Mayor and Town Council
FROM:
RE: First Reading Ordinance 26-10: AN ORDINANCE AMENDING CHAPTER 171 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, CONCERNING WATER, BY AMENDING ARTICLE V THEREOF, CONCERNING WATER CONSERVATION, TO ADD AUTHORITY FOR THE ESTABLISHMENT OF WATER USAGE RESTRICTIONS BASED UPON BELOW-AVERAGE SNOWPACK OR PRECIPITATION, OR ABOVE-AVERAGE TEMPERATURES, OR COMBINATIONS OF SUCH FACTORS, WHETHER EXISTING OR ANTICPATED
DATE: April 14, 2026

Summary & Background:
Before the Town of Frisco Town Council is Ordinance 26-10 that is giving the Town of Frisco's Town Manager the authority to move into phased water restrictions without using the metrics outlined in the Town of Frisco Water Code, chapter 171-20. The 2025–2026 winter season produced historically low snowfall across the Rocky Mountain region, resulting in well-below-average snowpack levels that are critical to the Town of Frisco's municipal water supply. Above-average spring temperatures have further exacerbated these conditions by accelerating snowmelt, increasing evapotranspiration, and driving higher wildfire conditions. These combined factors are significantly reducing available water supply at a time when seasonal demand will be increasing the Town's daily water production by over 100%. Dillon Reservoir remains below historical storage levels, underscoring the vulnerability of the Town's water resources and providing a real time visual reminder of just how limited the local hydrologic cycle is this year. In response to these conditions, staff recommend that the Town Council authorize the Town Manager to implement water conservation measures outside of the standard triggers outlined in Chapter 171-20 of the Town of Frisco Water Code (Phased Water Use Restrictions). Specifically, staff recommend advancing directly from Phase 1 (voluntary measures) to Phase 3 (mandatory restrictions), which would limit non-essential outdoor irrigation to two days per week.

Analysis:
As of March 31, 2026, the North Ten Mile Creek watershed has received 85.45 inches of snowfall this season, producing 7.295 inches of snow water equivalent (SWE). This

is significantly below the five-year averages of 180.28 inches of snowfall and 14.534 inches of SWE, representing approximately 47% of average snowfall and more than a 50% reduction in stored water. Additionally, current streamflow levels in North Ten Mile Creek are tracking at levels typically observed in late April through mid-May, indicating an accelerated runoff timeline.

When streamflow drops below 1.0 cubic foot per second (CFS) above the minimum bypass flow required by the State of Colorado, the Town's surface water treatment plant must cease operations. Under such conditions, the Town would enter Phase 2 restrictions and rely exclusively on its two remaining groundwater sources, both of which have limited production capacity. Triggering a Phase 3 restriction would be when the instream flow is less than 1.0 CFS below the minimum mandated measurement and when the average yield of all town-owned water wells in production is 20%-40% less than the average yield during the three previous years.

The current lack of water availability during this traditionally wet time of year presents a significant risk to system reliability during peak summer demand. The combination of reduced surface water supply and constrained groundwater availability necessitates immediate demand reduction.

To mitigate these risks, staff recommend limiting non-essential outdoor irrigation to two days per week. Manual hand-watering would remain permitted, provided it utilizes systems with on/off controls to minimize water waste. These measures are intended to reduce strain on the system, preserve available supply, and maintain operational flexibility.

Financial Impact:

The proposed restrictions are expected to result in a modest reduction in water sales revenue due to decreased outdoor water use. However, this reduction will be partially offset by decreased operational costs, including reduced pumping, treatment, and chemical usage. Additionally, lowering system demand may extend the lifespan of critical infrastructure by reducing operational stress. While short-term revenues may decline, these cost savings and deferred capital impacts are expected to support long-term financial sustainability and system reliability.

Environmental Sustainability:

Limiting outdoor irrigation supports the adoption of drought-tolerant landscaping and long-term sustainable water use practices. Furthermore, implementing Phase 3 restrictions is consistent with regional responses, as neighboring communities are enacting similar water restriction measures beginning May 1. This coordinated approach strengthens overall water resource management across the region.

Alignment with Strategic Plan:

This recommendation aligns with the Town of Frisco's strategic goals of promoting water conservation, protecting critical infrastructure, and enhancing community resilience to climate variability.

Staff Recommendation:

Staff recommend the immediate implementation of Phase 3 drought restrictions, including limiting non-essential outdoor irrigation to two days per week.
The 2025–2026 winter season ranks among the lowest on record, with minimal late-season snowfall and accelerated snowmelt due to unseasonably warm temperatures. While additional precipitation remains possible, current deficits are unlikely to be recovered, and sustained runoff conditions typical of average years are not expected. Delaying action increases the risk of significant strain on the Town's water system during peak summer demand. Proactive implementation of these restrictions will reduce demand, protect infrastructure, and position the Town to maintain reliable water service under anticipated hot and dry conditions.

Reviews and Approvals:

Josh Southworth, Public Works Director — Created/Initiated - 4/7/2026
Diane McBride, Assistant Town Manager
Tom Fisher, Town Manager

Attachments:

1. Attachment 1 - Ordinance 26-10 Water Restrictions Authority

TOWN OF FRISCO

COUNTY OF SUMMIT

STATE OF COLORADO

ORDINANCE 26 – 10

AN ORDINANCE AMENDING CHAPTER 171 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, CONCERNING WATER, BY AMENDING ARTICLE V THEREOF, CONCERNING WATER CONSERVATION, TO ADD AUTHORITY FOR THE ESTABLISHMENT OF WATER USAGE RESTRICTIONS BASED UPON BELOW-AVERAGE SNOWPACK OR PRECIPITATION, OR ABOVE-AVERAGE TEMPERATURES, OR COMBINATIONS OF SUCH FACTORS, WHETHER EXISTING OR ANTICPATED.

WHEREAS, the Town of Frisco, Colorado ("Town") is a home rule municipality, duly organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, this ordinance is adopted pursuant to the Town's home rule authority in order to protect the public health, safety and welfare by conserving water through watering restrictions that are based not only upon observed water flows in the North Ten Mile Creek and/or the average yield of the Town's water wells from time to time, but which also may be based upon a determination that there has been or is anticipated to be significantly below-average snowpack or precipitation, significantly above average temperatures, or any combination of such factors that present significant risk to the Town's ability to provide water through the Town's surface water treatment plant or to the yield of the Town's water wells from groundwater sources.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO THAT:

Section 1. Article V of Chapter 171 of the Code of Ordinances of the Town of Frisco (the "Code"), concerning water conservation, is hereby amended to read as follows:

ARTICLE V. WATER CONSERVATION

§ 171-20. Phased water use restrictions.

There is hereby established a four-phase water conservation and water use restriction system for the Town of Frisco. Each water conservation phase, as described in the following sections, is based upon the need to conserve water as determined by the level of water flow from time to time in North Ten Mile Creek, or by the average yield of the town's water wells from time to time, or by a combination of such water flow level and average yield, or by a determination that, due to significantly below-average snowpack or precipitation, or significantly above average temperatures, or by a combination of such factors, whether existing or anticipated, there is a significant risk to the Town's ability to provide water through the Town's surface water treatment plant or to the yield of the Town's water wells from groundwater sources. Phase 1 water use restrictions shall be in effect at all times during which there is no posting of notice, in accordance with this section, that Phase 2, Phase 3, or Phase 4 water use restrictions are in effect. Public notice that Phase 2, Phase 3, or Phase 4 water use restrictions are in effect shall be provided by the posting of such information (i) on the town's web site (www.friscogov.com) and (ii) within the south vestibule of Town Hall at 1 Main Street, Frisco, Colorado and within the United States Post Office at 0035 West Main Street, Frisco, Colorado. For purposes of this article, the Town of Frisco shall be divided into two zones based on address number. Zone 1 shall consist of all properties that have an address in which the last whole number is an even number, and Zone 2 shall consist of all properties that have an address in which the last whole number is an odd number. The provisions of this article shall apply to all real property within the Town of Frisco, whether publicly or privately owned, and all land outside of the Town of Frisco that is served by the town's water utility system. Notwithstanding the foregoing, the following public park and/or recreation areas shall be exempt from the irrigation times of this article: Walter Byron Park, Meadow Creek Park, Peninsula Recreation Area, Lakefront Park, and the Frisco Historic Park. The provisions of this section may be enforced with respect to land located outside of the Town of Frisco by a suit for injunctive relief in a court of competent jurisdiction.

§ 171-21. Phase 1 Voluntary Water Use Restrictions.

A. All of the following Phase 1 water use restrictions shall be voluntary and a failure to comply with any Phase 1 water use restriction shall not result in a violation of this article. No person should, and no owner of any property should cause, permit, suffer or allow any person to, irrigate, sprinkle or otherwise apply water to a lawn or other area of land on which grass is grown, or intended to be grown, except within the following areas and during the following days and time periods:

Area	Day(s)	Time(s)
Zone 1. Last whole number in address is even	Tuesday, Thursday, Saturday	Overnight, 6pm-9am
Zone 2. Last whole	Sunday, Wednesday, Friday	Overnight, 6pm-9am

number in address is odd		

B. Notwithstanding any of the foregoing, flowers, decorative plants, bushes and trees may be watered at any time and on any day so long as such watering is done by way of drip irrigation or by hand using a watering can or a hose with an automatic shut-off valve.

C. No person should do any of the following, and no owner of any property should cause, permit, suffer or allow any person to do any of the following on the owner's property:

1. Use a hose to wash any structure, motor vehicle or boat unless the hose is equipped with an automatic shut-off valve;

2. Wash any paved area with a hose; and

3. Serve water to a customer of a commercial establishment except upon request of the customer.

§ 170-22. Phase 2 Mandatory Water Use Restrictions.

A. All of the following Phase 2 water use restrictions are mandatory and shall be in effect (i) when the in-stream flow in North Ten Mile Creek is less than 1.0 cubic feet per second above the bypass flow mandated by the State of Colorado, or when the Town Manager determines that, as a result of current or anticipated snowpack or precipitation that is significantly below-average, or current or anticipated temperatures that are significantly above-average, there is a significant risk to the Town's ability to provide water from its surface water treatment plant or to the yield of the Town's water wells from groundwater sources, and (ii) after public notice that the Phase 2 water use restrictions are in effect has been provided in accordance with the requirements of section 171-20 above. No person shall, and no owner of any property shall cause, permit, suffer or allow any person to, irrigate, sprinkle or otherwise apply water to a lawn or other area of land on which grass is grown, or intended to be grown, except within the following areas and during the following days and time periods:

Area	Day(s)	Time(s)
Zone 1. Last whole number	Tuesday, Thursday, Saturday	Overnight, 6pm-9am

in address is even.		
Zone 2. Last whole number in address is odd.	Sunday, Wednesday, Friday	Overnight, 6pm-9am

B. Notwithstanding any of the foregoing, flowers, decorative plants, bushes and trees may be watered at any time and on any day so long as such watering is done by way of drip irrigation or by hand using a watering can or a hose with an automatic shut-off valve.

C. It shall be unlawful for any person to do any of the following acts, or for the owner of any property to cause, permit, suffer or allow any person to do any of the following acts on the owner's property:

1. Use a hose to wash any structure, motor vehicle or boat unless the hose is equipped with an automatic shut-off valve;

2. Wash any paved area with a hose; and

3. Serve water to a customer of a commercial establishment except upon request of the customer.

§ 171-23. Phase 3 Mandatory Water Use Restrictions.

A. All of the following Phase 3 water use restrictions are mandatory and shall be in effect (i) when the in-stream flow in North Ten Mile Creek is less than 1.0 cubic feet per second above the bypass flow mandated by the State of Colorado, or (ii) when the average yield of all town-owned water wells in production at any given time is between 20 percent and 40 percent less than the average yield of all town-owned water wells that were in production, during the previous three years, or (iii) when the Town Manager determines that, as a result of current or anticipated snowpack or precipitation that is significantly below-average, or current or anticipated temperatures that are significantly above-average, there is a significant risk to the Town's ability to provide water from its surface water treatment plant or to the yield of the Town's water wells from groundwater sources; and (iiiv) after public notice that the Phase 3 water use restrictions are in effect has been provided in accordance with the requirements of section 171-20 above. No person shall, and no owner of any property shall cause, permit, suffer or allow any person to, irrigate, sprinkle or otherwise apply water to a lawn or other area of land on which grass is grown, or intended to be grown, except within the following areas and during the following days and time periods:

Area	Day(s)	Time(s)
Zone 1. Last whole number in address is even.	Tuesday, Saturday	Overnight, 6pm-9am
Zone 2. Last full number in address is odd.	Sunday, Wednesday	Overnight, 6pm-9am

B. Notwithstanding any of the foregoing, flowers, decorative plants, bushes and trees may be watered at any time and on any day so long as such watering is done by way of drip irrigation or by hand using a watering can or a hose with an automatic shut-off valve.

C. It shall be unlawful for any person to do any of the following acts, or for the owner of any property to cause, permit, suffer or allow any person to do any of the following acts on the owner's property:

1. Use a hose to wash any structure, motor vehicle or boat unless the hose is equipped with an automatic shut-off valve;

2. Wash any paved area with a hose; and

3. Serve water to a customer of a commercial establishment except upon request of the customer.

§ 171-24. Phase 4 Mandatory Water Use Restrictions.

A. All of the following Phase 4 water use restrictions are mandatory and shall be in effect (i) when the in-stream flow in North Ten Mile Creek is less than 0.75 cubic feet per second above the bypass flow mandated by the State of Colorado, and (ii) when the average yield of all Town-owned water wells in production at any given time is more than 40 percent less than the average yield of all town-owned water wells that were in production during the previous three years, or (iii) when the Town Manager determines that, as a result of current or anticipated snowpack or precipitation that is significantly below-average, or current or anticipated temperatures that are significantly above-average, there is a significant risk to the Town’s ability to provide water from its surface water treatment plant or to the yield of the Town’s water wells from groundwater sources; and (iiiv) after public notice that the Phase 4 water use restrictions are in effect has been provided in accordance with the requirements of section 171-20 above.

B. It shall be unlawful for any person to do any of the following acts, or for the owner of any property to cause, permit, suffer or allow any person to do any of the following acts on the owner's property:

1. Irrigate, sprinkle or otherwise apply water to any outdoor vegetation;

2. Use a hose to wash any structure, motor vehicle or boat on a property used for residential purposes;

3. Wash any paved area with a hose; and

4. Serve water to a customer of a commercial establishment except upon request of the customer.

§ 171-25. Irrigation restrictions—Penalties.

Any person, firm, partnership or corporation suspected of violating any provision of this article shall, upon the first such suspicion, be issued only a warning citation. Any person, firm, partnership or corporation violating any provision of this article shall, upon first conviction, be punished by a minimum fine of not less than $100.00, which fine shall not be suspended by the municipal court; upon a second conviction of such person, firm, partnership or corporation for a violation that occurred within one year of the date of the first violation, such person, firm, partnership or corporation shall be punished by a fine of not less than $250.00, which fine shall not be suspended by the municipal court; upon a third and each subsequent conviction of such person, firm, partnership or corporation for a violation that occurred within one year of the date of the first violation, such person, firm, partnership or corporation shall be punished by a fine of not less than $500.00, which fine shall not be suspended by the municipal court.

Section 2. Effective Date. This ordinance shall become effective in accordance with the home-rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING ORDERED THIS 14th DAY OF APRIL, 2026.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS 28th DAY OF APRIL, 2026

TOWN OF FRISCO, COLORADO:

Frederick J. Ihnken, Mayor

ATTEST:

Stacey Campbell, Town Clerk

STAFF REPORT

TO:	**MAYOR & TOWN COUNCIL**
FROM:	**LESLIE EDWARDS, FINANCE DIRECTOR**
	LINSEY JOYCE, RECREATION DIRECTOR
RE:	**Second Reading Ordinance 26-08: AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2026 BUDGET**
DATE:	**APRIL 14, 2026**

Summary & Background:

Each year, Town Council adopts an annual budget. Periodically, adjustments are required to reflect changing conditions. In 2026, significantly lower water levels in Dillon Reservoir are expected to substantially impact operations at the Frisco Bay Marina. Due to these conditions, the Marina will not be able to operate under a typical model. Most notably, the marina basin will not have sufficient water levels to support boat slips, which are a primary revenue source. As a result, the Town must adjust both revenues and expenditures and modify how the Marina is funded and operated.
This ordinance proposes:

1. Supplemental appropriations to align the Marina Fund budget with revised 2026 projections, and
2. A structural change to transition the Marina from an Enterprise Fund to a Governmental (General Fund-supported) operation.

Analysis:

Key Issues and Operational Impacts

1. Significant Revenue Reductions Due to Low Water

Low water levels eliminate or reduce several core revenue streams:

- **Boat slips:** $315,000 revenue loss (no slips available)

- **Power rentals, paddle rentals, and other activity-based revenues:** reduced due to access and visitation impacts
- **Trailer storage and ancillary revenues:** reduced due to operational constraints

While some revenues (such as dry storage and moorings) will increase, these gains do not offset the overall losses.
Overall, Marina revenues are projected to decline substantially compared to the adopted budget.

2. Operational Adjustments and Staffing Reductions
To align expenses with reduced activity:

- Seasonal staffing is reduced by approximately **29%**
- Associated reductions occur in overtime, benefits, and operating costs
- Additional reductions are made across supplies, services, and program costs

These changes reflect a scaled-down Marina operation focused on what can safely and realistically function under low water conditions.

3. Change in Fund Structure (Enterprise → Governmental Fund)
Under normal conditions, the Marina operates as an **Enterprise Fund**, meaning it is expected to cover its costs through user fees.
In 2026, that model is no longer viable because:

- Key revenue sources (like slips) are unavailable
- Remaining revenues cannot fully support operations, capital, and debt

As a result:

- The Marina will transition to a **Governmental Fund model**, supported in part by the General Fund
- Capital costs and debt service will be shifted to the **Capital Improvement Fund (CIP)**
- Certain internal charges (e.g., administrative fees) will be eliminated

This restructuring aligns costs with how similar public services are funded when they cannot operate on a fee-supported basis.

Financial Impact:

The supplemental appropriations include several interfund transfers and reallocations. While these appear significant individually, many of them offset each other across funds.

Key Budget Adjustments

General Fund:

- Transfer to Marina Fund: **$207,556 as additional subsidy** for the Marina operations

Capital Improvement Fund:

- Receives $916,879 transfer from Marina Fund in conversion from Enterprise Fund status
- Assumes:
    - $560,879 in capital costs (reduction of $39,121 versus adopted budget)
    - $356,000 in debt service

Marina Fund:

- Net revenue decrease: ($402,108)
- Net expenditure decrease: ($402,108)

These changes reflect both reduced operations and the reallocation of capital and debt costs.

Net Impact to the Town

From a Town-wide perspective:

- Many transfers (Marina → CIP, CIP expenditures, etc.) net to $0 when viewed across all funds
- The true net impact is the additional General Fund support required

Net increase to the 2026 budget: $207,556

This represents the cost of maintaining Marina operations at a reduced level during a low water year.

Alignment with Strategic Plan:

This approach supports responsible financial management, adaptability to environmental conditions, and continued (though reduced) recreational access for residents and visitors.

Sustainability:
The operational plan reflects projected water levels provided by Denver Water and prioritizes safety, access, and responsible use of the reservoir under low water conditions.

Staff Recommendation:

Staff recommends approval of Ordinance 26-08 to:

1.) Amend the 2026 budget to reflect updated Marina projections

2.) Reallocate capital and debt obligations appropriately

3.)Transition the Marina Fund to a Governmental Fund structure

These changes ensure the Town can continue operating the Marina in a fiscally responsible manner during an atypical low water year.

Reviews and Approvals:

- Diane McBride, Deputy Town Manager
- Tom Fisher, Town Manager

Attachments:

- Attachment 1 – ORDINANCE 26-08 MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2026 BUDGET

TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 26-08

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2026 TOWN BUDGET

WHEREAS, the Town Council of the Town of Frisco has adopted the annual budget in accordance with the Local Government Budget Law; and

WHEREAS, the Town Council of the Town of Frisco desires to amend the Town's 2026 budget by making supplemental appropriations in the amount of $514,771 in revenue and $722,327 in expenditures; and

WHEREAS, the Finance Department on behalf of the Town Manager, has certified that there are available for appropriation, revenues in excess of those estimated in the Town's 2026 budget or revenues not previously appropriated in an amount sufficient for the proposed supplemental appropriations; and

WHEREAS, the Town Council has made provision therein for revenue and reserves in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law but also necessary to appropriate the revenues provided in the budget for the purposes described below so as not to impair the operation of the Town of Frisco;

WHEREAS, due to significantly reduced water levels at Dillon Reservoir, the Frisco Bay Marina will experience substantial declines in revenue for fiscal year 2026, including the loss of primary revenue sources such as boat slip rentals; and

WHEREAS, as a result of these conditions, the Marina will no longer be able to operate in a manner that is primarily supported by user fees and charges; and

WHEREAS, under the Colorado Constitution, Article X, Section 20 (“TABOR”), enterprise funds must be funded primarily through fees and charges and receive no more than ten percent (10%) of annual revenue from governmental sources; and

WHEREAS, the anticipated level of General Fund support necessary to sustain Marina operations in 2026 will exceed the limitations established under TABOR for enterprise status; and

WHEREAS, in accordance with Governmental Accounting Standards Board (GASB) guidance, funds that are not predominantly self-supporting through user fees must be reported as governmental funds rather than enterprise funds; and

WHEREAS, the Town Council therefore finds it appropriate and necessary to reclassify the Marina Fund from an Enterprise Fund to a Governmental Fund for fiscal year 2026, and to reallocate associated revenues, expenditures, capital costs, and debt service accordingly;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THAT:

Section 1. The 2026 budget is amended, and supplemental appropriations for the amended 2026 Town budget are made as follows:

General Fund Expenditures - $207,556
1. Transfer Out - $207,556

Capital Improvement Fund Revenue - $916,879
1. Transfer In - $916,879

Capital Improvement Fund Expenditures - $916,879
1. Marina Fund Capital Outlay - $560,879
2. Marina Fund Debt - $356,000

Marina Fund Revenue Reduction – ($402,108)
1. Transfer In - $207,556
2. Operating Revenue – ($609,664)

Marina Fund Expenditures Reduction – ($402,108)
1. Transfer Out - $916,879
2. Debt – ($356,000)
3. Capital Outlay – ($600,000)
4. General Operating Expenditure – ($362,987)

Section 2. The Marina Fund is hereby reclassified from an Enterprise Fund to a Governmental Fund for fiscal year 2026. All associated budgetary, accounting, and financial reporting treatment shall be adjusted accordingly in compliance with applicable provisions of the Colorado Constitution, including Article X, Section 20 (“TABOR”), and Governmental Accounting Standards Board (GASB) guidance.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING ORDERED THE 24TH DAY OF MARCH, 2026.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS 14th DAY OF APRIL, 2026.

TOWN OF FRISCO:

____
Frederick J Ihnken, Mayor

ATTEST:

____
Stacey Campbell, Town Clerk