

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: TASER INTERNATIONAL, INC.

**TITLE: BODY WORN VIDEO AND CONDUCTED ELECTRICAL
WEAPONS FOR THE LOS ANGELES POLICE DEPARTMENT**

CITY CONTRACT No. C-127706

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- Attachment B – Equipment and Payment Schedule
- Attachment C – TASER’s Professional Services Agreement
- Attachment D – EVIDENCE.com Master License Agreement
- Attachment E – TASER Assurance Plan Terms and Conditions
- Attachment F – TASER’s Direct Sales Terms and Conditions
- Attachment G – TASER’s Hardware Warranty, Limitation and Release for Law Enforcement CEW Products and On-Officer Cameras
- Attachment H – Grant Terms
- Attachment I – Certification Regarding Lobbying
- Attachment J – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Attachment K – Certification Regarding Drug-Free Workplace Act Requirements
- Attachment L – Sample Project Change Authorization Form

AGREEMENT No. C-127706
BETWEEN
THE CITY OF LOS ANGELES
AND
TASER INTERNATIONAL, INC.

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called "City", acting by and through the Los Angeles Police Department, hereinafter called "Department" or "LAPD", and TASER International, Inc., a Delaware Corporation, hereinafter called "Contractor."

RECITALS

WHEREAS, LAPD has a desire to utilize body worn video and Conducted Electrical Weapons (CEW); and

WHEREAS, Contractor has an existing agreement with Kern County, California;
and

WHEREAS, it is in the City's best interest to take advantage of the Kern County procurement process to the extent that it is relevant to the LAPD's requirements; and

WHEREAS, the LAPD was awarded a grant for the FY 15 Body-Worn Camera Policy and Implementation Program from the Bureau of Justice Assistance ("BJA" or the "Grantor") in the amount of \$1,000,000 (the "Grant"), of which, \$965,624 is allocated to purchase licenses and equipment pertaining to body-worn cameras, such grant having been duly accepted and the execution of this Agreement using Grant funds having been duly authorized by the Los Angeles City Council (C.F. #15-0479-S2, Date: June 22, 2016); and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature.

NOW, THEREFORE, in consideration of the above promises and of the terms, covenants and considerations set forth herein, the parties do agree as follows:

SECTION 1 INTRODUCTION

1.1 Parties to the Agreement

The parties to this Agreement are:

- A. City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Police Department having its principal office at 100 West First Street, Los Angeles, California 90012.
- B. Contractor, TASER International, Inc., a Delaware corporation, having its principal office at 17800 North 85th Street, Scottsdale, Arizona 85255.

1.2 Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:
- B. The representative of the City shall be, unless otherwise stated in the Agreement:

Charlie Beck, Chief of Police
Los Angeles Police Department
100 West First Street, 10th Floor
Los Angeles, CA 90012

With copies to:

Maggie Goodrich, Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, CA 90012
(213) 486-0370

The representatives of Contractor shall be:

Douglas E. Klint
17800 N 85th Street
Scottsdale, AZ 85255
800-978-2737
legal@taser.com

And:

Sales Operations Department
17800 N 85th Street
Scottsdale, AZ 85255
800-978-2737
contracts@taser.com

- C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- D. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) working days of said change.

SECTION 2

TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

2.1 Term of Agreement

The term of this Agreement will commence upon execution by all parties (hereinafter referred to as "Effective Date") and will terminate five (5) years thereafter unless terminated earlier as provided in Section 8.0 of this Agreement (hereinafter referred to as "Initial Term"). At the discretion of the LAPD, the Chief of Police may extend the term of this Agreement for one additional five-year period (hereinafter "Renewal Term") subject to availability of funds, and satisfactory performance by the Contractor.

2.2 Statement of Work to be Performed

- A. During the term of this Agreement, Contractor shall provide the Services, implement the tasks, and provide the Deliverables identified herein and in Attachment C, TASER's Professional Services Agreement and Attachment B, Equipment and Payment Schedule.
- B. All work, tasks, and Deliverables are subject to City approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such Deliverable(s) pursuant to Section 5, Compensation and Method of Payment, of this Agreement.
- C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the scope of

Services as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Attachments.

- D. In the event that City requires Services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 9, Amendments and Change Requests, of this Agreement. Prior to performance of additional work, this Agreement will be amended or a Project Change Authorization order issued, whichever is appropriate, to include the additional work and payment therefor.
- E. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of LAPD or any other City department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments will be determined by mutual agreement of the parties and may be accomplished by a Project Change Authorization order executed in accordance with Section 9, Amendments and Change Requests, of this Agreement. Contractor shall notify City immediately if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.

SECTION 3 PERSONNEL

3.1 Key Personnel

- A. Project Manager
Contractor shall assign a project manager with full authority to administer the Agreement for Contractor.
- B. Staff Size
The size of the staff employed by Contractor in the performance of the Services must be kept consistent with Section 2.2, Statement of Work to be Performed.

3.2 Subcontractors

- A. Subcontracts/Joint Participation Agreements
With prior written approval of Department, Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement shall constitute any contractual relationship between any subcontractors and Department or any obligation on

the part of Department to pay, or to be responsible for the payment of, any sums to any subcontractors.

B. Provisions Bind on Subcontracts

The provisions of this Agreement, which by their nature are required to be imposed upon subcontractors, shall apply to all subcontractors in the same manner as to Contractor. In particular, Department will not pay, even indirectly, the fees and expenses of a subcontractor that do not conform to the terms of this Agreement.

3.3 Reference Checks

To the extent permitted by applicable law, the City may conduct reference checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information the City requires in order to conduct reference checks. The City may request changes to Contractor personnel pursuant to Section 3.2 of this Agreement in response to reference check information, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any reference checks confidential in accordance with the provisions of Section 11, as permitted by applicable law.

**SECTION 4
ACCESS TO CITY FACILITIES**

4.1 Access To City Facilities

- A. City shall provide Contractor access to City facilities and personnel during City business hours. City generally recognizes all State of California and National holidays.
- B. In instances where Contractor requires access to City facilities and personnel during off-hours, Contractor shall provide City with forty-eight (48) hours notice prior to each requested access. Each such request shall be subject to approval by City.
- C. Subject to availability and the discretion of City, City will provide the following for the Contractor project team while the Contractor project team is working on City premises:
 - 1. Suitable office space, office supplies, furniture, telephone and other facilities.

- D. If City makes software, hardware, networks or other resources available to Contractor, City is responsible for obtaining any licenses or approvals related to such resources that may be necessary for Contractor or its subcontractors to perform the Services, including the development of any Deliverables. Contractor will be relieved of its obligations to the extent City's failure to promptly obtain such licenses or approvals adversely affect Contractor's ability to perform its obligations.

SECTION 5 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation and Method of Payment

- A. City shall pay to Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Thirty-One Million One Hundred Ninety-Four Thousand Eight Hundred Forty-Four Dollars (\$31,194,844.00), including state and local taxes. The total compensation shall be comprised of \$965,624 of FY 15 Body-Worn Camera Policy and Implementation Program from the Bureau of Justice Assistance grant funds (Grant Funds) and \$30,229,220 of City of Los Angeles general funds or other funding sources. Equipment identified in Attachment B, Equipment and Payment Schedule, Sections 2 and 6 shall be payable from Grant Funds. The difference between the total amount above and the total in Attachment B is \$535,710.91, and is noted for reference only; this amount is not a part of the consideration for the scope of work described in Attachment B and is available as contingency funds to be spent by the City at its option without commitment to Contractor. The foregoing payment represents the total compensation to be paid by City to Contractor for equipment and services to be performed as designated in this Agreement.
- B. Contractor hereby acknowledges that the Services are funded by federal grant funds, and, notwithstanding anything to the contrary in this Agreement or any agreements that are set forth as Attachments to this agreement, Contractor hereby agrees to comply with the terms and provisions set forth in Exhibit H attached hereto and made a part hereof.
- C. It is understood that City makes no commitment to fund this Agreement beyond the terms set herein. City's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for that purpose. At the time of execution of this Agreement, the total appropriation(s) for this Agreement, and City's obligations hereunder, is limited to the amount stated in Section 5.1(A). If City appropriates additional funds for this Agreement, City's payment obligations may be

expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement, and an amendment implementing that change shall be executed by the parties. Contractor shall not provide any Services, goods or equipment, and City shall not pay for any Services, goods or equipment provided in excess of the funds appropriated by City for this Agreement.

- D. The prices reflected in Attachment B, Equipment and Payment Schedule, include any applicable discounts.

5.2 Invoices

- A. A statement detailing the deliverable completed must accompany each invoice. Funds shall not be released until City has accepted and approved the equipment or services (Deliverable(s)) received according to Attachment C, TASER's Professional Services Agreement and according to the procedures in this Section. The payments to Contractor shall thereafter be made upon submission of detailed invoices as follows:

- 1. An original invoice, on Contractor's letterhead and signed by the Project Manager and/or Fiscal Manager for Contractor shall be delivered to the authorized representative for City within fifteen (15) calendar days after acceptance of each Deliverable listed in Attachment B, Equipment and Payment Schedule. Contractor must include the following information on each invoice:

Date of invoice

Invoice number

Agreement number

Date and description of equipment and services provided

Amount of invoice

Taxes

- 2. Invoices will be submitted in accordance with the schedule set forth in Attachment B, Equipment and Payment Schedule, and are due upon receipt of equipment deliverables or acceptance by the City of service deliverables. City payments to Contractor shall be paid within 90 days after receipt by City; provided however, that City may withhold any portion of an invoice that it disputes in good faith. In the event an invoice, or portion thereof is in dispute, City shall notify Contractor of the potential disapproval action and afford it an opportunity to be heard prior to official disapproval. City shall pay all undisputed portions of invoices in accordance with this Section.

- B. Invoices shall be submitted to:
- Maggie Goodrich, Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Room 842
Los Angeles, CA 90012

SECTION 6 INDEMNIFICATION AND HOLD HARMLESS

Contractor agrees to indemnify, defend and hold harmless the City and City's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of City Counsel and counsel retained by City, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent or willful act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of City; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of the Contractor by any person or entity.

SECTION 7 DISCOUNT TERMS

In lieu of PSC 25 of Attachment A, the following shall be applicable to this Agreement: Most Favored Customer: TASER Represents that the fees, charges, and/or costs paid to TASER under this agreement do not exceed the current fees, charges, or costs paid to TASER by other United States cities, counties and/or municipalities for the same (or substantially similar) products and services in a quantity that is within 25% of the equipment and Evidence.com services purchased by the City and specifically described in this Agreement. In the event the stated fees, charges, and/or costs charged to the City under this Agreement are determined to be higher, then the fees will be reduced accordingly for future purchases under this Agreement. In such an event, TASER agrees to offer the same (or lower) fees, charges, and/or costs to the City as those charged to other cities, counties, and/or municipalities for the same (or substantially similar) services described in this Section.

SECTION 8 SUSPENSION AND TERMINATION

8.1 Suspension

City may suspend all or part of the project operations for failure by Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within five (5) working days Contractor must reply in writing setting forth the corrective actions that shall be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended without any notice from City as of the date Contractor is not fully insured in compliance with this Agreement. Performance shall not resume without the prior written approval of City.

8.2 Termination for Convenience

- A. Either party to this Agreement may terminate this Agreement or any part hereof for convenience upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All completed Deliverables, or portions thereof, prepared by Contractor under this Agreement shall be delivered to City.
- C. In the event that Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide to City copies of all materials related to completed Deliverables specified in this Agreement.
- D. Upon termination, City shall compensate Contractor for any Services performed in accordance with this Agreement for which Contractor did not receive payment prior to termination or Contractor will issue City a refund of any prepaid amounts on a prorated basis.

8.3 Termination for Cause

Either party may terminate this Agreement for cause by giving the other party a written notice of any material default or breach. The defaulting party will have fifteen (15) calendar days from the date of the notice of breach to cure, or

diligently commence to cure such breach. The notice of breach must include a time and location for the individuals identified in Section 1.2 of this Agreement to meet and discuss the notice of the breach. Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If the defaulting party is unable or unwilling to cure, or diligently commence to cure such breach, or meet within the ten (10) day timeframe, the other party may terminate this Agreement on five (5) calendar days' notice. If Contractor fails to cure the material breach or default, Contractor will issue City a refund of any prepaid amounts on a prorated basis. If, after City has given notice of termination under the provisions of this Section 7.3, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.2.

8.4 Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and participants and must notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

SECTION 9 AMENDMENTS AND CHANGE REQUESTS

9.1 Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are agreed to by City and Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

Contractor agrees to comply with all future City directives, or any rules, amendments or requirements promulgated by City affecting this Contract; provided that if such compliance impacts Contractor's performance, schedule or cost to perform, such compliance is subject to an agreed upon Project Change Authorization negotiated in good faith by the parties. If the parties are unable to agree upon a change request, City may exercise its right to terminate for convenience in accordance with Section 8.2 above.

9.2 Change Requests

A. City Technical Change Requests

During the term of this Agreement, City shall have the right to request changes to the work within the general scope of work contemplated by this Agreement and consistent with Section 2.2, Statement of Work to be Performed, of this Agreement. A “change,” as that term is used in this Section 9.2 means technical or other adjustments made within the Statement of Work to be Performed, and consistent with Section 2.2 of this Agreement, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 5.1(A) of this Agreement. City shall make a formal written request, per the procedure outlined, with respect to each change it desires to make.

B. Change Proposal

Within ten (10) calendar days following Contractor’s receipt of City’s written Change Request, Contractor shall prepare and deliver to City a written statement that includes the following:

1. Total cost of the change;
2. Schedule impact of the change for current and subsequent Deliverables;
3. Impact of the change on any other part of this Agreement;
4. Estimated California Sales Tax impact, if any;
5. The period of time for which such statement is valid, but not less than sixty (60) days; and
6. City contract number and date of contract.

C. Method of Agreement to Changes

Upon approval of Contractor’s written statement for a proposed change by City’s authorized representatives as identified in Section 1.2(A) of this Agreement, or their designee established in writing, City shall deliver to Contractor a Project Change Authorization, Attachment L, specifying the change to be made and all of the particulars set forth in Section 9.2(B) of this Agreement as mutually agreed upon, and this Agreement and all pertinent Attachments hereto shall be deemed modified accordingly. City and Contractor agree to make a good faith effort to reach a mutually agreed upon fixed price or time and materials services for any Change Request. Failure to agree on the price of such changes shall be treated as a dispute and subject to the provisions of Section 11, Disputes, of this Agreement.

SECTION 10 SUCCESSORS AND ASSIGNS

10.1 Contractor's Successors and Assigns

All indemnifications and warranties provided by Contractor pursuant to this Agreement shall be assumed by and binding upon Contractor's successors and assigns.

10.2 Survival of Provisions

The provisions of this Section 10 shall survive termination of this Agreement.

SECTION 11 DISPUTES

11.1 Disputes

Both parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

SECTION 12 CONFIDENTIALITY

12.1 Confidentiality of Department Information

Unless otherwise required by applicable law, all material that either party makes available to the other in connection with carrying out this Agreement and that is either marked with a restrictive legend of the discloser or if not marked with such legend or is disclosed orally, is identified as confidential at the time of disclosure

("Confidential Information") shall be protected by the receiving party using the same care and discretion to avoid disclosure, publication or dissemination of the disclosing party's Confidential Information as the receiving party uses with its own similar information that it does not wish to disclose, publish or disseminate. The ideas, concepts, knowledge, or techniques, developed during the course of this Agreement by the Contractor, by the City or jointly by the Contractor and the City, in furnishing assistance under this Agreement, can be used by either party in any way it may deem appropriate. Nothing contained herein shall require either party to hold in confidence any ideas, knowledge, concepts or techniques. In addition, neither party shall be required to keep confidential any data which is or becomes publicly available, is already in the receiving party's possession without obligation of confidentiality, is independently developed by the receiving party outside the scope of this Agreement, or is rightfully obtained from third parties. Confidential material shall be held in confidence for five (5) years from the date of disclosure, unless a longer time period is required by law or statute, without the possibility of contractual waiver. The recipient of Confidential Information may disclose the Confidential Information to the extent required by law. However, the recipient will give the other party prompt notice to allow such other party a reasonable opportunity to obtain a protective order.

SECTION 13 ENTIRE AGREEMENT

13.1 Complete Agreement

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

13.2 Number of Originals and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. Attachments A-L listed below are incorporated herein by this reference:

Attachment A – Standard Provisions For City Contracts (rev. 03/09)

Attachment B – Equipment and Payment Schedule

Attachment C – TASER's Professional Services Agreement

Attachment D – EVIDENCE.com Master License Agreement

Attachment E – TASER Assurance Plan Terms and Conditions

Attachment F – TASER's Direct Sales Terms and Conditions

Attachment G – TASER's Hardware Warranty, Limitation and Release for Law Enforcement CEW Products and On-Officer Cameras

Attachment H – Grant Terms

Attachment I – Certification Regarding Lobbying

Attachment J – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment K – Certification Regarding Drug-Free Workplace Act Requirements

Attachment L – Sample Project Change Authorization Form

13.3 Order of Precedence

In the event of any inconsistency between the terms, attachments, specifications or provisions which constitute this Agreement, the following order of precedence shall apply in the order listed herein:

- 1) This Agreement between the City of Los Angeles and TASER International, Inc.
- 2) Attachment A, Standard Provisions for City Contracts (Rev. 3/09)
- 3) Attachment C, TASER's Professional Services Agreement
- 4) Attachment B, Equipment and Payment Schedule

Notwithstanding any other language in this Agreement, this Agreement shall be enforced and interpreted under the laws of the State of California.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

By: 
CHARLIE BECK
Chief of Police

Date: 6-23-16

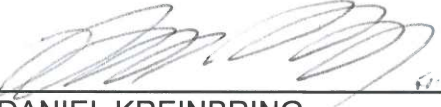
TASER INTERNATIONAL, INC.

By: 
JOSHUA M. ISNER
EVP, Global Sales

Date: 6/9/16

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: 
DANIEL KREINBRING
Deputy City Attorney

DATE: 6/24/16

(2nd Corporate Officer)

By: 
DOUGLAS E. KLINT
General Counsel

DATE: 6/14/2016

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: 
Deputy City Clerk

Date: 6-24-16



City Business Tax Registration Certificate (BTRC) Number: 0002852190-0001-9

Internal Revenue Service Taxpayer Identification Number: 86-0741227

Agreement Number 2-127706

ATTACHMENT A

**STANDARD PROVISIONS FOR CITY CONTRACTS
(REVISED 03/09)**

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or the the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the **CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become CITY property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so the **CITY**.

CONTRACTOR shall not use subcontractors to assist in performance of the Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTORS** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration of termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities;
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR** to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provision of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for Approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontract awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable report requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and it providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.5(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to the Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interest May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of the Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued)

Required Insurance and Minimum Limits

Name: TASER International, Inc. Date: October 30, 2015

Agreement/Reference: Body-Worn Video and Conducted Electrical Weapons for the LAPD

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	<u>Limits</u>
<u>X</u> Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	EL <u>\$1,000,000</u>
<input type="checkbox"/> Longshore & Harbor Workers	
<input type="checkbox"/> Jones Act	
<hr/>	
<u>X</u> General Liability	<u>\$2,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____
<input type="checkbox"/> Fire Legal Liability _____	
<input type="checkbox"/> _____	
<hr/>	
<u>X</u> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
<hr/>	
____ Professional Liability (Errors and Omissions)	_____
<hr/>	
____ Property Insurance (to cover replacement cost of building – as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____
<hr/>	
____ Pollution Liability	_____
<input type="checkbox"/> _____	
<hr/>	
____ Surety Bond – Performance and Payment (Labor and Materials) Bonds	100 % of Contract Price
____ Crime Insurance	_____
<hr/>	

Other: If a contractor has no employees and decides to not cover himself/herself for workers' compensation, please
Complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at:
<http://cao.lacity.org/risk/InsuranceForms.htm>
In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their
Contract must adhere to the financial responsibility laws of the State of California.

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. Track4LA™ advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. **All** Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to **Acord Certificates and other Insurance Certificates:**

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. **Please note that submissions other than through**

Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>).

A Waiver of Subrogation on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

ATTACHMENT B

EQUIPMENT AND PAYMENT SCHEDULE

TASER International

Protect Life. Protect Truth.

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



Josh Isner

Equipment and Payment Schedule

Quote: Q-61549-6

Date: 6/22/2016 3:27 PM

Quote Expiration: 6/30/2016

Contract Start Date*: 8/1/2016

Contract Term: 5 years

AX Account Number:

103302

Bill To:

Los Angeles Police Dept. - CA
100 West 1st Street
Los Angeles, CA 90012
US

Ship To:

Los Angeles Police Dept. - CA
100 West 1st Street
Los Angeles, CA 90012
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Joshua Isner	800-978-2737	jisner@taser.com	Fedex - Ground	Net 90

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

Section 1, Year 1: Deployment 1 Due Net 90 (General Fund)

1307 Axon Body 2 with Officer Safety Plan

August 2016-July 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1,307	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 521,493.00	USD 391,119.75	USD 130,373.25
1,307	74018	Z-BRACKET MOUNT, MENS, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,307	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,307	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
342	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 511,290.00	USD 511,290.00	USD 0.00
342	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 11,970.00	USD 11,970.00	USD 0.00
1,307	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 1,188.00	USD 1,552,716.00	USD 388,179.00	USD 1,164,537.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
52,280	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,000	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 300.00	USD 300,000.00	USD 300,000.00	USD 0.00
20,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
185	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 73,815.00	USD 73,815.00	USD 0.00
185	74018	Z-BRACKET MOUNT, MENS, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
185	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
185	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4,400	11009	HANDLE, GREEN, CLASS III, X26P	USD 899.95	USD 3,959,780.00	USD 3,959,780.00	USD 0.00
4,400	11004	WARRANTY, 4 YEAR, X26P	USD 277.95	USD 1,222,980.00	USD 1,222,980.00	USD 0.00
4,400	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	USD 54.50	USD 239,800.00	USD 239,800.00	USD 0.00
14,700	44203	CARTRIDGE - 25' HYBRID	USD 27.35	USD 402,045.00	USD 402,045.00	USD 0.00
2	85055	AXON FULL SERVICE	USD 15,000.00	USD 30,000.00	USD 30,000.00	USD 0.00
Section 1, Year 1: Deployment 1 Due Net 90 (General Fund) Tax Amount:						USD 116,541.92
Section 1, Year 1: Deployment 1 Due Net 90 (General Fund) Discount:						USD 7,530,978.75
Section 1, Year 1: Deployment 1 Due Net 90 (General Fund) Net Amount Due Including Taxes:						USD 1,411,452.17

Section 2, Year 1: Deployment 1 Due Net 90 (BWC Grant)

FY15 Body-Worn Camera Policy and Implementation Program

740 Axon Body 2 with Officer Safety Plan

August 2016-July 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
740	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 295,260.00	USD 221,445.00	USD 73,815.00
740	74018	Z-BRACKET MOUNT, MENS, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
740	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
740	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
740	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 1,188.00	USD 879,120.00	USD 219,780.00	USD 659,340.00
29,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
20	89111	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 9,360.00	USD 0.00	USD 9,360.00
Section 2, Year 1: Deployment 1 Due Net 90 (BWC Grant) Tax Amount:						USD 65,983.96
Section 2, Year 1: Deployment 1 Due Net 90 (BWC Grant) Discount:						USD 441,225.00
Section 2, Year 1: Deployment 1 Due Net 90 (BWC Grant) Net Amount Due Including Taxes:						USD 808,498.96

2,047 Axon Body 2 with Officer Safety Plan

December 2016-July 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2,047	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 816,753.00	USD 612,564.75	USD 204,188.25
2,047	74018	Z-BRACKET MOUNT, MENS, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2,047	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2,047	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
342	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 511,290.00	USD 511,290.00	USD 0.00
342	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 11,970.00	USD 11,970.00	USD 0.00
2,047	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 792.00	USD 1,621,224.00	USD 405,306.00	USD 1,215,918.00
2,047	85115	OFFICER SAFETY PLAN CEW TRUE UP PAYMENT	USD 80.00	USD 163,760.00	USD 0.00	USD 163,760.00
81,880	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	85055	AXON FULL SERVICE	USD 15,000.00	USD 30,000.00	USD 30,000.00	USD 0.00
Section 3, Year 1: Deployment 2 Due December 2016 Tax Amount:						USD 142,547.97
Section 3, Year 1: Deployment 2 Due December 2016 Discount:						USD 1,571,130.75
Section 3, Year 1: Deployment 2 Due December 2016 Net Amount Due Including Taxes:						USD 1,726,414.22

2,046 Axon Body 2 with Unlimited/OSP Plans (1,740 Unlimited, 306 OSP)

July 1, 2017-July 31, 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2,046	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 816,354.00	USD 612,265.50	USD 204,088.50
2,046	74018	Z-BRACKET MOUNT, MENS, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2,046	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2,046	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
341	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 509,795.00	USD 509,795.00	USD 0.00
341	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 11,935.00	USD 11,935.00	USD 0.00
1,740	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 79.00	USD 137,460.00	USD 34,365.00	USD 103,095.00
306	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 99.00	USD 30,294.00	USD 7,573.50	USD 22,720.50

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
306	85115	OFFICER SAFETY PLAN CEW TRUE UP PAYMENT	USD 220.00	USD 67,320.00	USD 0.00	USD 67,320.00
290	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 18.00	USD 5,220.00	USD 0.00	USD 5,220.00
12,240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
69,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	85055	AXON FULL SERVICE	USD 15,000.00	USD 30,000.00	USD 30,000.00	USD 0.00
Section 4, Year 1: Deployment 3 Due July 2017 Tax Amount:						USD 36,219.98
Section 4, Year 1: Deployment 3 Due July 2017 Discount:						USD 1,205,934.00
Section 4, Year 1: Deployment 3 Due July 2017 Net Amount Due Including Taxes:						USD 438,663.98

Section 5, Year 2: Due August 2017

6,140 Axon Body 2 with OSP+Unlimited

August 2017-July 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4,400	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,188.00	USD 5,227,200.00	USD 1,149,984.00	USD 4,077,216.00
176,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,740	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 1,649,520.00	USD 362,894.40	USD 1,286,625.60
69,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,000	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 300,000.00	USD 300,000.00	USD 0.00
20,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
290	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 62,640.00	USD 0.00	USD 62,640.00
860	85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT	USD 1,188.0	USD 1,021,680.00	USD 153,252.00	USD 868,428.00
Section 5, Year 2: Due August 2017 Tax Amount:						USD 488,383.34
Section 5, Year 2: Due August 2017 Discount:						USD 1,966,130.40
Section 5, Year 2: Due August 2017 Net Amount Due Including Taxes:						USD 6,783,292.94

Section 6, Year 2: Due August 2017 (BWC Grant)

FY15 Body-Worn Camera Policy and Implementation Program

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
20	89211	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 9,360.00	USD 0.00	USD 9,360.00
Section 6, Year 2: Due August 2017 (BWC Grant) Tax Amount:						USD 0.00
Section 6, Year 2: Due August 2017 (BWC Grant) Net Amount Due Including Taxes:						USD 9,360.00

6,140 Axon Body 2 with OSP+Unlimited

August 2018-July 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4,400	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,188.00	USD 5,227,200.00	USD 1,149,984.00	USD 4,077,216.00
176,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,740	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 1,649,520.00	USD 362,894.40	USD 1,286,625.60
69,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,000	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 300,000.00	USD 300,000.00	USD 0.00
20,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
290	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 62,640.00	USD 0.00	USD 62,640.00
860	85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT	USD 1,188.00	USD 1,021,680.00	USD 153,252.00	USD 868,428.00
Section 7, Year 3: Due August 2018 Tax Amount:						USD 488,383.34
Section 7, Year 3: Due August 2018 Discount:						USD 1,966,130.40
Section 7, Year 3: Due August 2018 Net Amount Due Including Taxes:						USD 6,783,292.94

6,140 Axon Body 2 with OSP+Unlimited

August 2019-July 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4,400	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,188.00	USD 5,227,200.00	USD 1,149,984.00	USD 4,077,216.00
176,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,740	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 1,649,520.00	USD 362,894.40	USD 1,286,625.60
69,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,000	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 300,000.00	USD 300,000.00	USD 0.00
20,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
290	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 62,640.00	USD 0.00	USD 62,640.00
860	85134	OFFICER SAFETY PLAN YEAR 5 PAYMENT	USD 1,188.00	USD 1,021,680.00	USD 153,252.00	USD 868,428.00
Section 8, Year 4: Due August 2019 Tax Amount:						USD 488,383.34
Section 8, Year 4: Due August 2019 Discount:						USD 1,966,130.40
Section 8, Year 4: Due August 2019 Net Amount Due Including Taxes:						USD 6,783,292.94

6,140 Axon Body 2 with OSP+Unlimited

August 2020-July 2021

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4,400	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,188.00	USD 5,227,200.00	USD 1,149,984.00	USD 4,077,216.00
40	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,740	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 1,649,520.00	USD 362,894.40	USD 1,286,625.60
40	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,000	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 300,000.00	USD 300,000.00	USD 0.00
20	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
290	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 62,640.00	USD 0.00	USD 62,640.00
1	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 0.00	USD 0.00	USD 0.00
Section 9, Year 5: Due August 2020 Tax Amount:						USD 488,383.34
Section 9, Year 5: Due August 2020 Discount:						USD 1,812,878.40
Section 9, Year 5: Due August 2020 Net Amount Due Including Taxes:						USD 5,914,864.94

Subtotal	USD 28,344,305.90
Estimated Tax	USD 2,314,827.19
Grand Total	USD 30,659,133.09

Section 10

Complimentary Evidence.com Tier Upgrade Through September 2016

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until September 2016. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In September 2016 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

Officer Safety Plan Includes:

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

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

X26Ps are to be green in color.

RMS/CAD and Axon Signal integrations will be provided complimentary.

Most Favored Customer. TASER represents that the fees, charges, and/or costs paid to TASER under this Agreement do not exceed the current fees, charges, or costs paid to TASER by other cities, counties and/or municipalities for the same (or substantially similar) products and services in a quantity that is within 25% of the Equipment and Evidence.com Service

TASER shall provide 50 Axon Body 2 units and 25 X26P units to LAPD for training/demonstration use free of charge.

If contract is signed by 6/30/2016, TASER to provide LAPD an extra 160TB of archival storage for other digital evidence.

Signed MSA, TAP Agreement, and Professional Services Agreement prevail over standard language.

Axon Signal included for 1,600 vehicles.

ATTACHMENT C

TASER'S PROFESSIONAL SERVICES AGREEMENT

BY ORDERING OR ACCEPTING PROFESSIONAL SERVICES FROM TASER INTERNATIONAL, INC. (TASER) YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU ACCEPT AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. You represent to us that you are lawfully able to enter into contracts and if you are entering into this Agreement for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. If you do not have this authority, do not order or accept the Professional Services. In consideration of the mutual promises contained in this Agreement, the parties agree to all terms of the Agreement effective as of the date you signed the Quote or submit your purchase order, whichever is first **(Effective Date)**.

Terms and Conditions

This Professional Services Agreement (**PSA**) is an agreement between TASER International, Inc. (**TASER, we, us, or our**) and you or the entity you represent (**Agency or you**). This PSA contains the terms and conditions that govern our provision of Professional Services to you for assistance in deploying and implementing TASER camera systems and EVIDENCE.com service solutions. See Section 17 for definitions of certain capitalized terms used in this PSA.

1. Term and Pricing.

- a. Term.** The term of this PSA is reflected in Section 2.1 of the Agreement between the City of Los Angeles and TASER International, Inc.

Service Pricing. All Services performed by us will be rendered in accordance with Attachment C Equipment and Payment Schedule.

2. Scope of Services. The project scope will consist of the Services identified on your Quote. The Premium Plus Service Package and Premium Service Package are detailed below:

- a.** The Service Package for the Axon Evidence.com related Services are described below:

Description of the Premium Plus Service Package	
Training/User Conference: Attendance for four (6) City of Los Angeles employees, including all registration and travel costs, for Taser's annual training/user conference for the term of this PSA plus an additional 4 (four) years.	□
System set up and configuration Setup AXON® Mobile on smart phones (if applicable) Configure categories & custom roles based on Agency need Complete Active Directory for Azure integration Complete Computer Aided Dispatch (CAD) system integration Pre-load all LAPD users and assign roles Troubleshoot IT issues with EVIDENCE.com and evidence transfer manager (ETM) access Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable) Provide Evidence Mobile licensing for all users Provide configuration/integration of Evidence Mobile App to function with phone while native camera app on mobile device is disabled by Mobile Device Management solution. Ensure photos taken in Evidence Mobile are immediately transferred to Evidence.com and not stored on mobile device.	on-site assistance as needed



Description of the Premium Plus Service Package	
ETM Installation Work with Agency to decide ideal location of ETM setup and set configurations on ETM if necessary Attach each ETM to an ETM bracket Authenticate ETM with EVIDENCE.com using “admin” credentials from Agency Work with Agency’s IT to configure its network to allow for maximum bandwidth and proper operation within Agency’s network environment	On-site assistance
Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.	on-site assistance as needed
Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of AXON camera units, ETMs and EVIDENCE.com account training based on size, timing of rollout and Agency’s desired level of training. Up to 4 weekly meetings leading up to the ETM installation and weekly meetings as needed throughout the duration of the deployment and implementation.	on-site assistance as needed
Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER’s observations with other agencies Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management Create project plan Recommend rollout plan based on review of shift schedules	on-site
System Admin and troubleshooting training sessions 4 on-site sessions—each providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for EVIDENCE.com.	on-site
AXON instructor training Prior to general user training on AXON camera systems and EVIDENCE.com services, TASER’s on-site professional services team will provide training with the goal of certifying instructors who can support the Agency’s subsequent AXON camera and EVIDENCE.com training needs. TASER will provide update training on new features and/or functionality deployed throughout the term of this Agreement.	training for up to 50 individuals at the Agency
End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers; and training on device use, EVIDENCE.com and EVIDENCE Sync.	30 on-site sessions



Implementation document packet EVIDENCE.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide	
Post go live review session	on-site assistance

b. The Service Package for the CEW related Services are detailed below:

Description of the Premium Plus Service Package	
System set up and configuration Configure Evidence.com categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com. Work with IT to Install EVIDENCE Sync software on locked-down computers (if applicable) Register users and assign roles in Evidence.com Merge CEW and body worn video Axon Evidence.com instances/accounts/data into LAPD account/instance.	on-site assistance as needed
Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.	on-site assistance as needed
Best practice implementation planning session to: Provide considerations for establishment of CEW policy and system operations best practices based on TASER's observations with other agencies Discuss importance of entering metadata for organization purposes and other best practice for digital data management	on-site
System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for EVIDENCE.com.	on-site
Instructor training Taser's on-site professional services team will provide training on the EVIDENCE.com system with the goal of certifying instructors who can support the Agency's subsequent EVIDENCE.com training needs. Taser will provide update training on new features and/or functionality deployed throughout the term of this Agreement.	training for up to 50 individuals at the Agency
TASER CEW inspection and device assignment Taser's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com	on-site
Annual TASER CEW inspection and firmware update Taser's on-site professional services team will perform an annual CEW inspection to ensure good working condition and perform any necessary firmware updates for 5 years after the date of the purchase of the Professional Services.	on-site
Post go live review session	on-site assistance



3. **Out of Scope Services.** We are responsible to perform only the Services described on your Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.

4. **Delivery of Services.**

a. **Hours and Travel.** Our personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the parties in advance. Travel time by our personnel to your premises will not be charged as work hours performed.

b. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and will require an amendment to the Agreement, signed by both parties.

c. **Delays.** If any delays are caused by you, you will be responsible for any costs incurred by us in preparing for the performance of the Services, and we will be entitled to recover these costs from you, including travel related costs. The non-performance or delay by us of our obligations under this PSA will be excused if and to the extent the non-performance or delay results directly from the failure by you to perform your responsibilities. If any failure or delay by you to perform any of your responsibilities prevents or delays our performance of our obligations under this PSA, we will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by you. An amendment to the Agreement will be necessary if any delays require the term to be extended.

d. **Performance Warranty.** We warrant that we will perform the Services in a good and workmanlike manner. In the event the Services do not meet the requirements and specifications agreed upon, you must provide us with written notice and details of the alleged non-complying Services within 15 business days after completion of the Services involved. After determination by us that the Services were not in conformance to the requirements and specifications, we will re-perform the non-complying Services at no additional cost.

5. **Your Responsibilities.** Our successful performance of the Services depends upon your:

a. Making available your relevant systems for assessment by us prior to our arrival at the Installation Site;

b. Ensuring that prior to our arrival at the Installation Site that your network and systems comply with the following system requirements posted at <http://www.taser.com/products/digital-evidence-management/evidence>;

c. Making any required modifications, upgrades or alterations to your hardware, facilities, systems and networks related to our performance of the Services prior to our arrival at the Installation Site;

d. Providing access to the building facilities where we are to perform the Services, subject to safety and security restrictions imposed by you (including providing security passes or other necessary documentation to our representatives performing the Services permitting them to enter and exit your premises with laptop personal computers and any other materials needed to perform the Services);

e. Providing suitable workspace with telephone and Internet access for our personnel while working at the Installation Site and in your facilities;

f. Timely implementation of operating procedures, audit controls, and other procedures necessary for your intended use of the Products;

g. Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for us to provide the Services;

h. Promptly installing and implementing any and all software updates provided by us;

i. Providing to us the assistance, participation, review and approvals and participating in testing of the Products as requested by us;

j. Providing us with remote access to your EVIDENCE.com account when required for us to perform the Services;

k. Designating a representative who will be the main point of contact for all communication with us and who has the authority to act on your behalf in matters regarding the performance of the Services;

l. Ensuring the reasonable availability by phone or pager of knowledgeable staff and personnel, system administrators and operators to provide timely, accurate, complete and up-to-date documentation and information for the duration of the Term (these contacts are to provide background information and clarification of information required to perform the Services);

m. Instructing your personnel so that they are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable TASER manuals and instructions; and

n. Identifying in advance any holidays, non-work days, or major events that may impact the project.



7. **Authorization to Access Computer Systems to Perform Services.** We agree that any of our employees or contractors must pass an LAPD background check prior to being given access to your network. You authorize us to access your relevant computers and network systems solely for the purpose of performing the Services. We will work diligently to identify as soon as reasonably practicable the resources and information we expect to use, and will provide an initial itemized list to you. You are responsible for, and assume 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 you.

8. **Site Preparation and Installation.** Prior to delivering any Services, we will provide you with 1 copy of the then- current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by you or TASER), you must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, you must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by us under this PSA, including the environmental specifications for the Products, we will provide the updates or modifications to you when they are generally released by us to our customers.

9. **Acceptance Checklist.** We will present you with an Acceptance Checklist (**Checklist**) upon our completion of the Services. You will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If you reasonably believe that we did not complete the Services in substantial conformance with this PSA, you must notify us in writing of your specific reasons for rejection of the Services within 15 business days from delivery of the Checklist to you. We will address your issues and then will re-present the Checklist for your approval and signature. If we do not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services from you within 15 calendar days of delivery of the Checklist to you, the absence of your response will constitute your affirmative acceptance of the Services, and a waiver of any right of rejection.

10. **Intellectual Property.** We own all right, title and interest in all Pre-Existing Works and Documentation. We grant to you, unless otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-exclusive, right and license to use, execute or copy, the Pre-Existing Works provided to you in connection with the delivery of Services and in accordance with this PSA.

11. **Confidentiality.** A receiving party may use the disclosing party's Confidential Information only in connection with TASER's performance of the Services under this PSA. The receiving party will not disclose the disclosing party's Confidential Information during the Term or at any time following the end of the Term. The receiving party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the disclosing party's Confidential Information, including, at a minimum, those measures taken to protect its own confidential information of a similar nature.

12. **.General**

a. **Severability.** This PSA is contractual and not a mere recital. Sections 1–2, 5–6, 10–15, and 17–18 will continue in force and effect after termination of this Agreement. If any portion of this PSA is held to be invalid or unenforceable, the remaining portions of this PSA will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to the effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this PSA but the rest of the PSA will remain in full force and effect.

b. **Waiver.** The failure by either party to enforce any provision of this PSA will not constitute a waiver of the provision nor limit the party's right to enforce the provision at a later time.

c. **Voluntary Agreement.** This PSA was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to consider this PSA, to consult with counsel, and fully understand the PSA.

d. **No Third-Party Beneficiaries.** This PSA does not create any third-party beneficiary rights in any individual or entity that is not a party to this PSA except wherein the Los Angeles Police Foundation donates those

rights to the Los Angeles Police Department and/or the City of Los Angeles.

e. **Assignment.** Neither party may assign or otherwise transfer this PSA or any of its rights and obligations under this PSA without the prior written approval of the other party; except that we may assign or otherwise transfer this PSA or any of our rights or obligations under this PSA without the consent of you (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to as part of a corporate reorganization; or except wherein the Los Angeles Police Foundation donates those rights to the Los Angeles Police Department and/or the City of Los Angeles.. Subject to the foregoing, this PSA will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

16. Definitions.

"Confidential Information" means any and all financial, technical, legal, marketing, network and/or other business information, know-how, plans, records, files, file layouts, manuals, documentation, or data (including, but not limited to, computer programs, code systems, applications, analyses, passwords, procedures, output, software sales, personal individual information, and lists compilations). All information communicated during the course of this PSA, whether written or oral, will be assumed confidential even if it is not specifically noted as such at the time of the disclosure. Both parties acknowledge and agree that a disclosing party's Confidential Information is the proprietary property of the disclosing party and constitutes valuable trade secrets. Nothing in this PSA will be construed as granting the receiving party any right of use, title, or interest in the disclosing party's Confidential Information.

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

"Products" means all equipment, software, cloud based services, Product User Documentation and software maintenance releases and updates provided by us under this PSA.

"Product User Documentation" means either (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this PSA, or (ii) user manuals, technical manuals, training manuals, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this PSA.

"Services" means the professional services provided by us pursuant to this PSA.

ATTACHMENT D

EVIDENCE.COM MASTER LICENSE AGREEMENT

TASER International, Inc. ("TASER," "us," or "we") and Los Angeles Police Department, California ("Agency," "your," or "you") agree to accept and be bound by the following terms and conditions effective _____, 20__ ("Effective Date"):

1 Access Rights. Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services for the storage and management of and Your Content during the subscription term ("Term"). This is not a data sharing agreement. We do not continuously audit, inspect, or monitor individual agency content or Your Content. You are not intending to waive or diminish any privacy interests by your use of the Evidence.com Services. The Evidence.com Services and data storage are subject to usage limits, including, for example, the quantities specified in quotes, order forms and purchase orders. Unless otherwise specified, (a) a quantity in a quote, order form or purchase order refers to end users, and the Evidence.com Service may not be accessed by more than that number of end users, and (b) an end user identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Evidence.com Service. You and each of your end users agree to adhere to this Agreement and all laws, rules, regulations, and policies applicable to your use of the Evidence.com Services. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.

2 You Own Your Content. You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You are solely responsible for the uploading, sharing, withdrawal, management and deletion of Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.

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

4 Our Support. We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.

5 Data Privacy. We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

6 Data Storage. We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the continental United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.

7 Fees and Payment. Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term; except in the case of the optional subscription licenses described in Section 8 of this Master License Agreement (MLA). Additional end user accounts will terminate on the same date as the pre-existing subscriptions. You are responsible for paying all subscription fees and applicable taxes and duties for Evidence.com Services. Unless otherwise specified by us, all fees for Evidence.com Services are due and payable net 90 days. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content.

8 Optional Subscription License Tiers. This Section 8 applies to the optional subscription licenses listed below. Each of the optional subscription licenses in this Section 8 must be purchased at the point of sale of the hardware. You may elect to be billed upfront or annually for these optional subscription licenses, and that election will be reflected on your quote. The optional subscription license prices do not include the purchase price of any hardware or data storage of other data files generated from non-AXON cameras or the Evidence Mobile

App. Any hardware provided under the optional subscription licenses is subject to TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras*. If the optional subscription license is terminated early, no refunds or credits will be given.

8.1 Evidence.com Ultimate License. Each Evidence.com Ultimate License includes the benefits of the Evidence.com Pro License, 20 GB of storage, and TAP for the AXON camera. TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) (TAP) are available at <http://www.taser.com/sales-terms-and-conditions>.

8.2 Evidence.com Unlimited License. Each Evidence.com Unlimited License includes the benefits of the Evidence.com Ultimate License and unlimited data storage for AXON camera and Evidence Mobile generated data in the Evidence.com Services. You must implement a data retention schedule in the Evidence.com Services for the management of your data stored in the Evidence.com Services to qualify for the Evidence.com Unlimited License. TASER reserves the right, in its sole discretion, to place any data stored in your Evidence.com accounts and not accessed for six months into archival storage. You will still be able to access data stored in archival storage. The Evidence.com Unlimited License must be purchased as a 3 or 5 year license. Your Unlimited Licenses allow You to store both Standard Definition and High Definition video at the pricing set forth in Attachment B, Equipment and Payment Schedule.

8.3 Officer Safety Plan. The Officer Safety Plan includes all the benefits of the Evidence.com Unlimited License, TAP for the Evidence.com Dock, one TASER brand conducted electrical weapon (CEW) with a 4 year extended warranty, one CEW battery, and one CEW holster of your choice. At any time during the Officer Safety Plan term you may choose to receive the CEW, battery and holster by notifying us in writing at salesops@taser.com. At the time you elect to receive the CEW, you may choose from any CEW model currently offered by us. The Officer Safety Plan must be purchased for a 5 year term. If the Officer Safety Plan is terminated before the end of the term and you did not receive your CEW, battery and holster then we will not and have no obligation to provide these items or a credit under the Officer Safety Plan. If the Officer Safety Plan is terminated before the end of the term and after you receive your CEW, battery and holster then: (a) you will be invoiced for the remainder of the MSRP for the CEW, battery, and holster not already paid as part of the Officer Safety Plan before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to us within 30 days of the date of termination.

9 Suspension of Evidence.com Services. We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:

9.1 Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

9.2 You are, or any end user is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 90 days; or

9.3 You have become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

9.4 If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.

10 Term.

10.1 Subscription Term. The start date of the Term of this Agreement will be determined based upon the date any hardware ordered was received by Agency and will remain in effect for the subscription Term agreed to in Section 2 of the Agreement together with any renewal Terms until terminated as provided in the Agreement. If no hardware is purchased, then the Term will begin on the first of the month following the Effective Date of the Agreement. If the term of this Agreement ends while you are in negotiations with Taser in regard to an extended multi-year renewal, this Agreement will automatically renew on a month to month basis, for no more than six (6) months, at the prices in effect under this Agreement, until the new multi-year agreement can be executed.

10.2 Free Trial Term. If you signed up for a free trial, you are granted a limited non-exclusive license to use the Evidence.com Services for the term of the free trial period ("Trial Term"). Upon the expiration of the Trial Term you must purchase the Evidence.com Services to continue to use the Evidence.com Services to access Your Content.

10.3 Free EVIDENCE.com Lite Account. If you signed up for a free Evidence.com Lite account, you are granted a limited non-exclusive license to use the Evidence.com Lite Services. Your use of the Evidence.com Lite Services is not limited to a specific term and you may cancel your Evidence.com Lite account and download Your Content at any time. Evidence.com Lite allows users to manage their conducted electrical weapon (CEW) firing logs and TASER CAM data.

11 Termination.

11.1 Effect of Termination. Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 2, 5–7, 12, 13 (except the license granted to you in Section 13), 14, and 16–19 will continue to apply in accordance with their terms.

12 Return of Your Content.

12.1 During the Term. You can log into the Evidence.com Services to retrieve and manually download Your Content at any time during the Term.

12.2 After Termination. We will not delete any of Your Content as a result of a termination during the 180 days following termination. During this 180-day period you may retrieve Your Content only if you have paid all amounts due. You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 180-day period. We will make Your Content available for retrieval in a non-proprietary format and assist You with the retrieval of Your Content at no additional cost.

We have no obligation to maintain or provide any of Your Content after the 180-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services; except that the Parties may negotiate an extension to the 180-day period at the time of termination, should You require additional time to retrieve Your Content. Upon request, we will provide written proof that all of Your Content has been successfully deleted and fully removed from the Evidence.com Services.

Alternatively, You may choose to transfer or assign licensing/ownership/title of the hosted environment on which your Evidence.com instance resides (e.g., AWS, Microsoft Azure, or any other hosted environment provider) from Taser to You. We agree to assist in this transfer by working with You and the hosted environment provider to transfer or assign licensing/ownership/title of the hosted environment to You at no additional cost.

13 IP Rights. We or our licensors own and reserve all right, title, and interest in and to the Evidence.com Services and related software. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license. We own all right, title, and interest in and to the Evidence.com Services, including without limitation all Intellectual Property Rights. If you or your end users provide any suggestions to us for enhancements or improvements, we will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

14 License Restrictions. Neither you nor any of your end users may use the Evidence.com Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Evidence.com Services you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

15 Third-Party Products and Services. No purchase of third-party products or services is required to use the Evidence.com Services other than a computer and Internet access. Any acquisition by you of third-party products or services and any exchange of data or Your Content between you and any third-party provider, is solely between you and the applicable third-party provider; including any fees necessary to obtain or use the third-party products or services. We are not responsible for examining or evaluating the content or accuracy third-party products or services and we do not warrant and will not have any liability or responsibility for any third-party products or services, or for any other materials, products, or services of third parties. If you install or enable Third-Party Applications for use with Evidence.com Services, you acknowledge that we may need to allow providers of those Third-Party Applications to access Your Content as required for the interoperation of the Third-Party Applications with the Evidence.com Services. We are not responsible for any disclosure, modification or deletion of Your Content resulting from any access by Third-Party Application providers.

16 Representations by You. You represent and warrant to us that: (a) you have been duly authorized by the laws of the applicable jurisdiction, and by a resolution of your governing body, if legally required, to execute and deliver this Agreement and to carry out your obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) if you are a government agency, that the Evidence.com Services will be used by you only for essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a

trade or business of any person or entity, by the federal government or for any personal, family or household use; and (d) if you are a government agency, you have funds available to pay until the end of its current appropriation period, and you intend to request funds to make payments in each appropriation period, from now until the end of the Term.

17 Our Warranty. We warrant that the Evidence.com Services (a) will perform materially in accordance with the Documentation, (b) will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform the Evidence.com Services, and (c) will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. All warranties or guarantees given or made by us with respect to the Evidence.com Services are solely for the benefit of you and your end users and are not transferable and are null and void if you breach any term or condition of this Agreement.

THE EVIDENCE.COM SERVICES ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE THAT THE EVIDENCE.COM SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE EVIDENCE.COM SERVICES WILL MEET YOUR REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION 17, TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE EVIDENCE.COM SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. You are solely responsible for: (a) all data before it is uploaded to the Evidence.com Services; (b) configuring and setting up any hardware or networks that You connect to the Evidence.com Services; (c) Your networks and how they may interact with the hardware, software, or Evidence.com Services; and (d) any security settings You establish to interact with or on the Evidence.com Services. WE DISCLAIM any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

18 Limitations of Liability. WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$10,000,000 OR THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE EVIDENCE.COM SERVICES THAT GAVE RISE TO THE CLAIM.

19 Miscellaneous.

19.1 Definitions.

19.1.1 "Evidence.com Services" means our web services for Evidence.com, the EVIDENCE.com site, EVIDENCE Sync software, EVIDENCE Mobile App, AXON® Mobile App, other software, maintenance, storage, and any other product or service provided by us under this Agreement. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.

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

19.1.3 "Documentation" means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Evidence.com Services provided by us, as that documentation may be updated by us from time to time.

19.1.4 "Confidential Information" means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates that is not subject to your public record laws. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

19.1.5 "Policies" means any Service Level Agreement, the Trademark Use Guidelines, all restrictions described on the Evidence.com site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

19.2 Confidentiality. Any party may use the other party's Confidential Information only as permitted under this Agreement. Except as required by applicable law or judicial order, you will not disclose our Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information.

19.3 Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

19.4 Independent Contractors. The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

19.5 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

19.6 Non-discrimination and Equal Opportunity. During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

19.7 U.S. Government Rights. The Evidence.com Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Evidence.com Services. If you are using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

19.8 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use the Evidence.com Services, including your transfer and processing of Your Content, the provision of Your Content to end users, and the region in which any of the foregoing occur.

19.9 Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that we may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without your consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) to as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

19.10 No Waivers. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with this Agreement to be effective.

19.11 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

19.12 Governing Law; Venue. The laws of the state where you are physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.13 Statutory Exception for Public Institutions. If you are a qualified public educational or government institution and any part of this Agreement, such as, by way of example, all or part of the hold harmless section, is invalid or unenforceable against you because of applicable state or federal law, then that portion will be deemed invalid or unenforceable and instead construed in a manner most consistent with applicable governing law.

19.14 Litigation Costs. In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and taxable costs.

19.15 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

19.15.1 To You. We may provide any notice to you under this Agreement by: (i) by personal delivery, overnight courier or registered or certified mail to the Los Angeles Police Department, ATTN: Maggie Goodrich, 100 West First Street, Room 842, Los Angeles, CA 90012; or (ii) sending a message to the email address(es) then associated with your account. Notices we provide by email will be effective when we send the email. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, and you acknowledge receipt of the email.

19.15.2 To Us. To give us notice under this Agreement, you must contact us: (i) by email transmission to contracts@taser.com; or (ii) by personal delivery, overnight courier or registered or certified mail to TASER International, Inc., ATTN:



**EVIDENCE.com Master License
Agreement For Los Angeles Police
Department | Date: 10/23/2015**

Contracts, 17800 N. 85th Street, Scottsdale, Arizona 85255. We may update the email or address for notices to us by posting a notice on your Evidence.com site. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective 3 business days after they are sent.

19.16 Voluntary Agreement. This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.

19.17 Time is of the Essence. Time is of the essence in connection with all matters and obligations pertaining to this Agreement.

ATTACHMENT E

TASER ASSURANCE PLAN TERMS AND CONDITIONS

**TASER International, Inc.'s Sales Terms and Conditions for the
Evidence.com Dock and AXON Flex™ and AXON Body Cameras TASER Assurance Plan (U.S. Only)
(Effective April 18, 2014)**

These Sales Terms and Conditions ("Terms") apply to your purchase of the TASER® Evidence.com Dock, AXON flex™ camera/AXON body camera, related accessories, and the TASER Assurance Plan ("TAP").¹ The products and TAP are expressly subject to and conditioned upon the Terms set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the products, you accept and are bound to these Terms.

TASER Assurance Plan (TAP). TAP may be purchased as part of the Ultimate Evidence.com License ("Ultimate License") tier, or on a standalone basis. If TAP is purchased on a standalone basis, TAP's purchase price does not include any initial hardware, software and the Evidence.com services must be purchased separately. TAP provides you with hardware extended warranty coverage, Spare Products (for AXON cameras), and Upgrade Models at the end of the TAP Term. TAP only applies to the AXON flex camera and controller, AXON body camera, or Evidence.com Dock, depending on the plan purchased. TAP does not apply to software or services offered for, by, on, or through the TASER.com or Evidence.com websites.

To qualify to purchase TAP, you must either purchase Ultimate Licenses for a minimum of 3-year term or purchase Evidence.com services for at least 3 years on a standalone basis.

You may not buy more than one TAP for any one AXON camera/Evidence.com Dock product. TAP must be purchased for all AXON cameras/ Evidence.com Docks purchased by your agency after your agency elects to participate in TAP.

TAP Warranty Coverage. TAP includes the extended warranty coverage described in the current Hardware Warranty. TAP for the AXON camera products also includes free replacement of the AXON flex controller battery and AXON body battery during the TAP Term.² TAP warranty coverage starts at the beginning of the TAP Term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the AXON camera/Evidence.com Dock product.

SPARE AXON cameras. For TAP for AXON camera products, TASER will provide a predetermined number of spare AXON cameras (and controllers if applicable) (collectively the "Spare Products") to you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER,

through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. TASER will provide YOU with a root cause analysis for any product returned through the RMA process due to a hardware or software failure.

Within 90 days of the end of the TAP Term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgrade Models if you purchase a new TAP for the Upgrade Models.

TAP Upgrade Models. Upgrade Models to be provided as follows during and/or after the TAP Term: (i) after 3 years if you purchased 3 years of Evidence.com services/Ultimate Licenses and all TAP payments are made; or (ii) once after 2.5 years and once again after 5 years if you purchased 5 years of Evidence.com services/Ultimate Licenses and made all TAP payments. Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after you receive the Upgrade Models, you must return the products to TASER or TASER will deactivate the serial numbers for the products for which you received Upgrade Models unless you purchase additional Evidence.com licenses for the AXON camera products you are keeping. You may buy a new TAP for any Upgraded Model.

TAP AXON Camera Upgrade Models. If you purchased TAP as a stand-alone service, then TASER will upgrade the AXON camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Evidence.com Dock. If you would like to change product models for the Upgrade Model, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

If you purchased Ultimate License, then TASER will upgrade the AXON camera (and controller if applicable), free of charge, with a new on-officer video camera of your choice.

TAP Evidence.com Dock Upgrade Models. TASER will upgrade

¹ These terms apply when you purchase TAP as a stand-alone service for AXON camera products or Evidence.com Docks or as part of the Ultimate License. The Ultimate License does not include TAP coverage for Evidence.com Docks.

² Applies to replacement for batteries which fail to function for any reason not excluded by the Hardware Warranty.

**TASER International, Inc.'s Sales Terms and Conditions for the
Evidence.com Dock and AXON Flex™ and AXON Body Cameras TASER Assurance Plan (U.S. Only)
(Effective April 18, 2014)**

the Evidence.com Dock free of charge, with a new Evidence.com Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If you would like to change product models for the Upgrade Model or add additional bays, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

TAP Term. The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

TAP Termination. If an invoice for TAP is more than 90 days past due or your agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding AXON product related TAPs with your agency. TASER will provide notification to you that TAP coverage is terminated. Once TAP coverage is terminated, then:

1. TAP coverage will terminate as of the date of termination and no refunds will be given.
2. TASER will not and has no obligation to provide the free Upgrade Models.
3. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
4. You will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

TAP Payment Terms. TAP may only be purchased at the point of sale. TASER will separately invoice you on an annual basis for the cost of TAP and you are responsible for payment within 90 days of the invoice (even if TASER does not receive an annual purchase order from you prior to issuing the invoice). The payment due date is based upon the Term start date. If multiple purchases of AXON camera products/Evidence.com Dock have been made, each purchase may have a separate TAP payment due date. Payment will be considered past due if not paid in full or if not received within 90 days of the invoice date.

Sales Terms. TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers, located at <http://www.taser.com/sales-terms-and-conditions>, are also applicable to your purchase.

No Assignment. You may not assign the TAP or any related order and you may not delegate your duties under these Terms without TASER's prior written consent, which will not be unreasonably withheld. TASER hereby authorizes You to assign TAP and the related order to the Los Angeles Police Department and/or the City of Los Angeles.

AXON flex is a trademark of TASER International, Inc., and TASER and © are registered trademarks of TASER International, Inc., registered in the U.S.
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ATTACHMENT F

TASER'S DIRECT SALES TERMS AND CONDITIONS

TITLE: TASER International, Inc.'s Sales Terms and Conditions – Direct Sales to End User Purchasers
Department: Legal
Version: 7.0
Release Date: 1/14/2015

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers
(Effective January 14, 2015)**

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER," "we," "us," or "our") products and services purchased directly from us. Products and services sold by us are expressly subject to and conditioned upon the terms and conditions set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the product or service, you accept and are bound to these Sales Terms and Conditions. If any of TASER's terms and conditions contained herein conflict with the negotiated Terms and Conditions of your Contractual Services Agreement and Price Agreement (collectively "Contract Documents"), the Contract Documents will control.

Return Policies. All sales are final and no refunds are allowed, except as provided by state or federal law and as specified below for TASER® Citizen Products.

Exchanges for TASER Citizen Products. The citizen model products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. Any product returned to TASER without prior authorization from us will be considered an unauthorized return, and you will not receive credit for the product and we will not ship the product back to you.

To return a citizen model product, you must first go to our website, www.TASER.com and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. We will not accept returns without an RMA number. See the Product Warranty, www.TASER.com, or contact us at 800.978.2737 (+1.480.905.2000 for International callers) for information on how to obtain an RMA number. You must ship the product to us within 5 days of the date that we issue the RMA number as follows:

- in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- with the RMA number clearly marked on the outside of the return packaging;
- with proof of purchase of the product (receipt, purchase order, or invoice); and
- with your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, we will issue a credit or a refund of the purchase price paid. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions. If you fail to follow the return or exchange instructions and policies provided by us, we are not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

We will provide a root cause analysis of any products returned by You due to a hardware or software failure.

Quotes. A quotation is an offer to sell, is valid only for the products and services listed on the quote at the prices listed on the quote, and is subject to these Sales Terms and Conditions, all of which are deemed incorporated into the quote. The quote from TASER contains the entire terms and conditions

TITLE: TASER International, Inc.'s Sales Terms and Conditions – Direct Sales to End User Purchasers
Department: Legal
Version: 7.0
Release Date: 1/14/2015

associated with the transaction. You may accept a quotation by signing the quote, issuing a purchase order, or other writing expressing your intention to be bound. Any terms, conditions or writing within your purchase order or other writing addressing the subject matter of the transaction, will be for your internal purposes only and the terms and conditions contained therein will have no force or effect. If you have not signed a quote from TASER, then your order is subject to cancellation by us, in our sole discretion. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

Prices. The price of the products and services are set forth in the quote specifically provided to you (if no quote was provided then the price is that set forth on our current price list or www.TASER.com). Prices do not include taxes, shipping, handling, insurance or other similar charges; any such charges will be added to the price or separately invoiced unless otherwise expressly indicated at the time of sale.

Payment Terms. Invoices are due and payable within 90 days, measured from the date of the invoice. We may invoice parts of an order separately. Where no credit has been granted to you or where credit has been withdrawn (in our absolute discretion) or for international sales, payment is required in full prior to shipment. Payment must be by credit card, wire transfer, or some other prearranged payment method. If we have reasonable grounds to believe that you will fail to comply with the payment terms or with the agreed credit terms, we are entitled to postpone or to refuse delivery of an order.

Taxes. Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.

Shipping; Title; Risk of Loss. We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier, unless otherwise specified, and title and risk of loss pass to you upon Your receipt of the products. Shipping dates are estimates only. Delivery is typically 2–6 weeks after receipt of order or payment.

Excusable delays. We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, we have the right, in our sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

Not For Resale or Export. Shipping of some of our products out of the United States is restricted by U.S. federal law and neither the product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with us.

Regulations and Restrictions. You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products and services including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to our website (www.TASER.com) or contact our Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER CEW products. You are responsible for understanding and verifying all local laws, regulations,

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and restrictions.

Warranty Coverage. Our current warranty provisions, warranty exclusions, release, and any limitations of liability located at www.TASER.com are also applicable to your purchase.

Product Warnings. See our website at www.TASER.com for the most current product warnings.

Proprietary Information. You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.

Design Changes. We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.

Severable Provisions. If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that we may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without your consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) to as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing and an executed contractual agreement between the parties, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

Entire Agreement. These Sales Terms and Conditions, along with the quote, sales order acknowledgement, the applicable product warranty, license and service agreement(s), your Contractual Services Agreement and Price Agreement constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement, except that if any of TASER's terms and conditions contained herein conflict with the negotiated Terms and Conditions of the Contract Documents, the Contract Documents will control. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), and the Contract Documents, are intended to be discharged or nullified.

Governing Law. The laws of the state where you are physically located, without reference to conflict of law rules, govern these Sales Terms and Conditions and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to these Sales Terms and Conditions.

'Protect Life' is a trademark of TASER International, Inc., and © and TASER are trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2015 TASER International, Inc.

ATTACHMENT G

**TASER INTERNATIONAL, INC.'S HARDWARE WARRANTY,
LIMITATIONS AND RELEASE FOR LAW ENFORCEMENT CEW
PRODUCTS AND ON-OFFICER CAMERAS**

**TASER International, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)
(Effective March 12, 2014)**

The following TASER International, Inc. (TASER) warranty provisions are applicable on all sales or transfers of TASER Law Enforcement Products, including conducted electrical weapons (CEWs), on-officer audio/video cameras and related accessories.¹ The term "Purchaser" means any purchaser, possessor, or user of the TASER brand products. BY USING THE TASER PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.

Manufacturer's Limited Warranty²

TASER warrants that its Law Enforcement Hardware Products³ are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly.⁴ TASER-Manufactured Accessories⁵ are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the product which TASER determines in its sole discretion to be defective under normal use, as defined in the product instructions. TASER's sole responsibility under this warranty is to either repair

or replace with the same or like product, at TASER's option.

Optional Extended Hardware Warranty for AXON flex, AXON body, ETM, EVIDENCE.com Dock, TASER CAM HD, X2, X26, and X26P

The optional extended warranty, when available, may only be purchased at the point of sale of the product. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.⁶ For customers who purchase an extended warranty TASER warrants it will repair or replace the TASER product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at TASER's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or

repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property. After the warranty period, TASER may, at its sole option, repair or replace a TASER product for a fee. A paid for out-of-warranty repair or replacement product comes with the manufacturer's limited warranty.

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

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. TASER specifically disclaims any and all statutory or implied warranties, including

¹ The warranty does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites. This warranty only applies to hardware.

² A product's estimated useful life or expiration date may not be the product's warranty expiration date.

³ TASER Law Enforcement Hardware Products include TASER X2, X26, and X26P CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges, AXON flex camera (including

the universal magnetic clip), AXON body camera, Evidence Transfer Managers (ETMs), and EVIDENCE.com Docks.

⁴ Broken blast doors are not covered under TASER's limited warranty.

⁵ TASER-Manufactured Accessories include, but are not limited to: batteries; battery chargers; carrying cases; cables; docking bars; USB data download kits; headbands; holsters; mounts; DPM, XDPM, CDPM, PPM, TPPM, APPM, XPPM, TPM, and

Shockwave Power Magazine modules; and the X-Rail mounting system.

⁶ The manufacturer's limited warranty provides coverage for AXON flex camera, AXON flex controller or AXON body batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the AXON flex camera battery is covered, but replacement of the AXON flex controller battery and AXON body battery are not covered.

**TASER International, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)
(Effective March 12, 2014)**

without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

Release

Purchaser agrees to release TASER from any and all liability arising out of the deployment, use, or misuse of the TASER product, including

any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.

Purchaser Responsibilities and Product Registration

Purchaser should update product software and/or firmware as they become available through TASER, as well as perform periodic data uploads to EVIDENCE.com services or download/backup copies of the information, data, and/or video contained on the TASER product storage media to protect the contents and as a precaution against possible operational failures.

To register your TASER product, please go to www.taser.com/register. Registration of your product allows TASER to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

Warranty Repair Procedure

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

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then TASER assumes no liability for loss of the returned product. Any TASER product that has not

been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the TASER product by TASER is deemed abandoned and TASER may dispose of the TASER product without any liability, compensation, or further notification to Purchaser.

Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the storage media will be deleted and reformatted. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. *If you require attempted data recovery this must be specifically requested or the contents of your product will be deleted and the storage media reformatted in the course of warranty service.*

General

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is TASER's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

AXON flex™, Shockwave™, Smart™, TASER CAM™, X2™, X26™, X26P™, X-Rail™, 'Protect Life' and 'Protect Truth' are trademarks of TASER International, Inc., and TASER®, AXON® and ♥ are registered trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2014 TASER International, Inc.

ATTACHMENT H

GRANT TERMS

EXHIBIT H

Grant Regulations

All capitalized terms in this Exhibit H not defined herein shall have the meanings set forth in the Agreement to which this Exhibit H is attached.

I. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To Grant Contracts

Contractor shall comply with all applicable requirements of Federal, State, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing the Agreement and the Grant. Contractor shall comply with Federal and State laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement and the Grant once they are communicated to Contractor. These requirements include, but are not limited to:

1. Federal Cost Principles

The Contractor represents (i) that any products or services being provided by Contractor under this Agreement are commercially available products and services, (ii) that federal cost principles do not apply to Contractor concerning this transaction, and (iii) that Contractor is not required to maintain a cost accounting system compliant with the above federal cost accounting provisions but maintains its books, records, and accounting system in accordance with Generally Accepted Accounting Principles.

2. [Intentionally Omitted]

3. Americans with Disabilities Act

Contractor hereby certifies that it will comply with the requirements of Titles I, II and III of the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against

persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

Contractor shall comply with all applicable lobbying prohibitions and laws, including those found in 31 U.S.C. §1352, et seq., and agrees that none of the funds, materials, property or services funded or reimbursed under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan or cooperative agreement. Contractor shall not use any funds provided under this Agreement, either directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

Concurrent with or prior to the execution of this Agreement, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. 1352. No funds will be released to Contractor until the Certification is filed.

Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Contractor. Contractor shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Reports, Records Inspection and Investigations

At any time during normal business hours upon reasonable advance notice and as often as the Grantor and the City may reasonably deem necessary, Contractor shall make available for examination all of its records with respect to all matters that are directly pertinent to and covered by this Agreement or covered by any subcontract related to the performance of this Agreement. Contractor hereby gives the Grantor and the City at its cost, through any authorized representative, access to and the right to examine, audit and make excerpts or transcripts of, all paper or

electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not limited to, all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement but excluding any of Contractor's trade secret information. The access and inspections rights set forth herein shall include access to applicable facilities, personnel and other individuals and information as may be necessary and as required by the Grantor and applicable Grant regulations and guidance.

Contractor agrees to provide any reports reasonably requested by the City regarding performance of the Agreement. The provisions of this Section shall survive the termination of the Agreement for the record maintenance period stated immediately below.

6. Records Maintenance

Records (including any and all documents), in their original form, that are directly pertinent to the work covered by this Agreement shall be maintained at their normal locations in accordance with Contractor's normal record retention policies and any reasonable requirements prescribed by the City and Grantor with respect to all matters covered by this Agreement or covered by any subcontract related to the performance of this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters.

"Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit copies of said records.

Records, in their original form pertaining to matters covered by this Agreement, shall at all times be made available within the County of Los Angeles unless authorization to remove them is granted in writing by the City. Contractor shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards. The provisions of this Section shall survive the termination of this Agreement.

7. Labor

Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

None of the funds paid under this Agreement shall be used to promote or deter union/labor organizing activities in accordance with Government Code §16645 et seq.

8. Civil Rights

Contractor shall comply, and will assure the compliance of all of its agents and subcontractors, with all applicable Federal and State statutes relating to civil rights and nondiscrimination. These may include but are not limited to: (a) Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686, 44 CFR Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination against individuals with disabilities; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental, financing and advertising of dwellings, or in the provision of services in connection therewith, as implemented by the Department of Housing and Urban Development at 24 CFR Part 100; (i) Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) the requirements of any other nondiscrimination provisions in the specific statute(s) under which Grant Funds assistance is being made; (k) the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs (OJP) Financial and Administrative Guide for Grants, M7100.1; and (l) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

Contractor shall comply, and ensure that its subcontractors comply,

with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3789(d)), the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)), the Victims of Crime Act (42 U.S.C. §10604(e)), and Executive Order 13279 (equal protection of the laws for faith-based and community organizations).

9. Environmental

Contractor shall comply, as applicable, with, and provide any information requested by Grantor and City to ensure compliance with, the following laws and regulations; (a) the requirements of the National Environmental Policy Act (NEPA), as amended (42 U.S.C. §4331 et seq.) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990 and 44 CFR Part §9; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) requirements of the Clean Air Act of 1970 and the Clean Water Act of 1977 (42 U.S.C. §§7401 et seq.) and Executive Order 11738; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §4001 et seq.) which requires recipients of Federal funds in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more; (j) requirements of Section 1306(c) of the National Flood Insurance Act of 1968, as amended (44 CFR Part §63); and (k) 44 CFR Part §10, Environmental Considerations.

Contractor shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Contractor shall comply with all applicable conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Contractor agrees not to undertake any project under this Agreement having the potential to impact the EHP resources without prior written approval of City and Grantor, including, but not limited to, ground disturbance, construction, modification to any structure, communications towers, physical security enhancements, new construction and modifications to

buildings that are fifty (50) years old or more, and the purchase and/or use of any sonar equipment. Any construction related activities initiated prior to full EHP review may result in a noncompliance finding. If applicable, Contractor must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to City for review. If ground-disturbing activities occur during the project implementation, the Contractor must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Contractor will immediately cease activity in that area and notify the City and the appropriate State Historic Preservation Office.

Contractor shall comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Contractor shall comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Contractor shall comply, as applicable, with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the City of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Contractor warrants that to the best of its knowledge and belief it is in compliance with the applicable provisions of the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.

Contractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

10. Preservation

Contractor shall comply, as applicable, with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic

properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

11. Suspension and Debarment

Contractor shall comply, as applicable, with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12549 and 12689 and any amendment thereto. Said Certification shall be submitted to the City concurrent with or prior to the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. Contractor shall not award any subcontract, or permit any subcontractor in awarding any subcontract, to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, "Debarment and Suspension."

12. Drug-Free Workplace

Contractor shall comply, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et seq., 44 CFR Part 17, 2 CFR 3001, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Concurrent with or prior to the execution of this Agreement, Contractor shall execute and submit to the City the Certification of Drug-Free Workplace Requirements. Failure to comply with these requirements may be cause for debarment.

B. Noncompliance

Contractor understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of Grant Funds payable under this Agreement.

II. Inventions, Patents and Copyrights.

In the event Contractor Services provides for any Inventions, Materials, Data or Work Products (as such terms are defined in this Section II.) first produced under this Agreement (which does not include any of Contractor's intellectual property rights existing independent and prior to its services provided under this Agreement), the following provisions shall apply:

A. Reporting Procedure for Inventions

If any project funded under this Agreement produces any invention or

discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy, and will consult with the City regarding allocation of any patent rights that arise from or are purchased with Grant Funds.

B. Right of City to Use Inventions

Without limiting the provisions set forth in Paragraph A of this Section 417, City and Grantor shall have an unencumbered, non-exclusive, irrevocable, royalty-free, perpetual license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policies

Unless otherwise provided by the terms of the Grant or this Agreement, when copyrightable material ("Material") is first produced or developed as part of a project funded by this Agreement, the Grantor and the City, at their respective discretion, may copyright the Material. Before copyrighting any Material, the Contractor shall obtain written permission from the City. If the Grantor or the City declines to copyright the Material, the Grantor and the City shall have an unencumbered, non-exclusive, irrevocable, royalty-free, perpetual license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which Contractor purchases ownership with Grant Funds paid under this Agreement. Contractor shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Agreement.

D. Rights to Data

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement or to any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (48 CFR 27.404(a)).

E. Ownership and License

Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier under this Agreement shall be and remain the exclusive property of the City for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this Agreement. Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

For all Work Products delivered to the City that are not originated or prepared by Contractor or its subcontractors of any tier under this Agreement, Contractor hereby grants to the City and Grantor a non-exclusive perpetual license to use such Work Products for any government purpose.

F. Obligations Binding on Subcontractors

Contractor shall require all subcontractors funded under this Agreement to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

III. Funding Reduction

A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures and work

performance. Should the City determine that the Contractor is in non-compliance with any contractual obligations, the City shall, at its discretion, take appropriate action as provided by §501 of this Agreement.

- B. In the event that funds are reduced, suspended or terminated by the Grantor, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly, provided that City shall pay Contractor for all work performed through the effective date of such reduction, suspension or termination.

ATTACHMENT I

CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C-127706

AGREEMENT NUMBER

TASER International, Inc.
SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Josh Isner, EVP Global Sales
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

6/9/16
DATE

ATTACHMENT J

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient (or subrecipient) of Federal assistance funds certifies that it or its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

C-127706

AGREEMENT NUMBER

TASER International, Inc.
RECIPIENT/SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Josh Isnor
VP, Global Sales
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

6/9/16
DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT K

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE ACT
REQUIREMENTS**

CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS

(Capitalized terms herein shall have those meanings set forth in the Agreement to which this Certification is attached as an Exhibit)

The Contractor/Subrecipient certifies that it will or will continue to provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357, by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an on-going drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the program be given a copy of the statement required by paragraph 1. above.
4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under the Grant program, the employee will:
 - a. Abide by the terms of the statement, and
 - b. Notify the Contractor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the City and Grantor, in writing, within 10 calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs
ATTN: Control Desk
633 Indiana Avenue, N.W.
Washington, D.C. 20531
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provisions of this certification.

LAPD
SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

AGREEMENT # C-127706

Josh Isner, EVP Global Sales
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature]
SIGNATURE

6/9/16
DATE

ATTACHMENT L

SAMPLE PROJECT CHANGE AUTHORIZATION FORM

Change Authorization Form

Item Modified:

Description:

Change Value:

Approval Signature:

Name:

Company:

TASER International, Inc.

Date:

Agreement Signature:

Name:

Company:

City of Los Angeles – LAPD

Date:
