NOTICE OF PUBLIC MEETING

The Lewis and Clark County Commissioners Public Meeting will be held on Tuesday, April 9, 2024, at 9:00 AM in Commission Chambers, Rm 330.

It is the policy of the Board of County Commissioners to render a decision at a later date after they have had ample time to consider all oral and written public testimony. The BoCC may render a final decision on the same date if substantial new information is not received. Public comment must be limited to matters under the jurisdiction of the Commission.

1. **Pledge of Allegiance**

2. **Consent Action Items**

   a. Resolution 2024-18 Declaring County Property Surplus Property. (Amy Reeves)

3. **Contract Between Lewis and Clark County and Axon Enterprise, Inc. (Bradley Bragg)**

   The Commissioners will consider the contract with Axon Enterprise, Inc. in the amount of $404,381.37 for tasers, training and certifications. The contract begins August 1, 2024 through July 31, 2029.

4. **Grant Application to the United States Department of Justice. (Brian Robinson)**

   The Commissioners will consider the grant application to the United States Department of Justice for the Law Enforcement Mental Health and Wellness Act (LEMHWA) in the amount of $200,000. There is no match requirement. The grant period begins October 1, 2024 through September 30, 2026.

5. **Agreement Between Lewis and Clark County and Area 41 Vigilantes Gun Club. (Jordan Chriske-Hall)**

   The Commissioners will consider the contract with AREA 41 Vigilantes Gun Club in the amount of $1,200 annually for use of the gun club. The contract begins upon last signature for one year with three annual renewals.

6. **Grant Task Order Amendment No. 1 to Task Order 24-07-7-11-147-0 Between Lewis and Clark County and Montana Department of Public Health and Human Services. (Drenda Niemann)**

   The Commissioners will consider a grant task order amendment from the Montana Department of Public Health and Human Services to fund the wastewater surveillance program. The term has extended to June 30, 2026, and the amount has increased by $189,950 for a total of $271,850.

7. **Resolution 2024-19 Ordering the Billing of 2023 Taxes to Collect Additional Mills. (Amy Reeves)**

   The Commissioners will consider the resolution.

8. **Abandonment of a Portion of Farm View Drive, Road 2023-003. (Phil Gonzalez)**

   The Commissioners will consider the petition to abandon a portion of Farm View Drive, a County Road.

9. **Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**

10. **Adjourn**

ADA NOTICE

Lewis and Clark County is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The County will not exclude persons with disabilities from participation at its meetings or otherwise deny them County's services, programs, or activities. Persons with disabilities requiring accommodations to participate in the County's meetings, services, programs, or activities should contact Keni Grose, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

- **(406)-447-8316**
- **kgrose@lccountymt.gov**
- **TTY Relay Service 1-800-253-4091 or 711**
- **316 N Park, Room 303**

ATTACHMENTS:

Description	Type
Resolution 2024-18	Resolution

RESOLUTION 2024 - 18

A RESOLUTION DECLARING COUNTY PROPERTY SURPLUS PROPERTY

WHEREAS, Section 7-8-2211, MCA, authorizes the Board of County Commissioners to sell, trade, or exchange any real or personal property, however acquired, belonging to the County that is not necessary to the conduct of county business or the preservation of its property; and

WHEREAS, the County property described on the attached list "Exhibit A" has been determined by the Board of County Commissioners to be unnecessary to the conduct of county business or the preservation of its property and by such determination has been declared surplus property; and

WHEREAS, the property on "Exhibit A" individually have a value less than $2,500; and

NOW, THEREFORE, BE IT RESOLVED, by the Lewis and Clark County Commissioners, that said county property is declared surplus property and be taken off the inventory.

DATED this ___ day of _____ 20___.

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

_____
Andy Hunthausen, Chair

ATTEST:

_____
Amy Reeves, Clerk of the Board

EXHIBIT “A”B

	Description	Asset#	Serial # / VIN	Mileage	Reason	Department
1.	9 keyboards	n/a	various	n/a	disposal**	Treasurer-Motor Vehicle
2.	3 keyboards	n/a	various	n/a	disposal**	Treasurer-Accounting
3.	1 mouse	n/a	n/a	n/a	disposal**	Treasurer-Accounting
4.	Sharp adding machine	n/a	n/a	n/a	disposal**	Treasurer-Motor Vehicle
5.	Canon adding machine	n/a	n/a	n/a	disposal**	Treasurer-Motor Vehicle
6.	Fan	n/a	n/a	n/a	disposal**	Treasurer-Motor Vehicle
7.	Walker B23i mower	n/a	152881	n/a	trade-in	Forestvale Cemetery
8.	2 ATAs	n/a	various	n/a	recycle	IT&S Department
9.	2 Fax machines	n/a	various	n/a	recycle	IT&S Department
10.	1 Hard Drive	n/a	U61639F2J376516	n/a	recycle	IT&S Department
11.	36 Laptops	n/a	various	n/a	recycle	IT&S Department
12.	30 Monitors	n/a	various	n/a	recycle	IT&S Department
13.	2 Networks Boxes (Sonic Wall)	n/a	various	n/a	recycle	IT&S Department
14.	124 PCs	n/a	various	n/a	recycle	IT&S Department
15.	5 Printers	n/a	various	n/a	recycle	IT&S Department
16.	4 Projectors	n/a	various	n/a	recycle	IT&S Department
17.	9 Radios	n/a	various	n/a	recycle	IT&S Department
18.	3 Scanners	n/a	various	n/a	recycle	IT&S Department
19.	1 Signature Pad	n/a	M12A4319	n/a	recycle	IT&S Department
20.	14 Switches	n/a	various	n/a	recycle	IT&S Department
21.	2 Tape Drives	n/a	various	n/a	recycle	IT&S Department
22.	11 UPS	n/a	various	n/a	recycle	IT&S Department
23.	NWS-Payroll/Personnel Program	60051	n/a	n/a	disposal***	IT&S Department
24.	NWS-Finance & Tax Modules	5301	n/a	n/a	disposal***	IT&S Department

**Items are broken

*** Software purchased in 1994 and is no longer being used.

Contract Between Lewis and Clark County and Axon Enterprise, Inc. (Bradley Bragg)

Presented By:

Summary:
The Commissioners will consider the contract with Axon Enterprise, Inc. in the amount of $404,381.37 for tasers, training and certifications. The contract begins August 1, 2024 through July 31, 2029.

Legal Review Required:

ATTACHMENTS:

Description	Type
Axon Contract	Contract
Contract Cover Sheet	Contract
LCSO Nondiscrimination Signed	Contract
Procurement Exemption	Contract
Axon Quote	Contract

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Sourcewell

Solicitation Number: 092722

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Conducted Energy Weapons from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 21, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services will perform in accordance with the manufacturer's specification. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Supplier may require the use of its then-current Master Services and Purchasing Agreement (or similar standard terms and conditions document), a copy of which may be found at https://www.axon.com/sales-terms-and-conditions. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

A. Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any negligent or willfully wrongful act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or other legal theory. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

B. Notwithstanding Section 6 (B) of this Agreement, Supplier and Participating Entities may negotiate mutually agreeable indemnity, hold harmless, and limitations of liability to be incorporated into purchase or subsequent agreements utilizing the terms of this Sourcewell Contract.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

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work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:

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$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

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government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that

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each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The

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right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 2/3/2023 | 1:31 PM CST

Axon Enterprise, Inc.

DocuSigned by:
55DAEBB131A4424...

By: _____
Robert E. Driscoll Jr.
Title: VP Associate General Counsel and Assistant Corporate Secretary

Date: 2/3/2023 | 3:09 PM MST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO

Date: 2/3/2023 | 4:33 PM CST

RFP 092722 - Conducted Energy Weapons

Vendor Details

Company Name:	Axon Enterprise, Inc.
Does your company conduct business under any other name? If yes, please state:	AZ
Address:	17800 N. 85th Street Scottsdale, Arizona 85255
Contact:	Sales Ops
Email:	contracts@axon.com
Phone:	480-905-2000
Fax:	480-991-0791
HST#:	86-0741227

Submission Details

Created On:	Thursday September 15, 2022 12:49:27
Submitted On:	Tuesday September 27, 2022 00:45:52
Submitted By:	Sales Ops
Email:	contracts@axon.com
Transaction #:	1e710178-b344-4e2c-8c5c-05ebfbe19988
Submitter's IP Address:	72.216.185.29

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: • Axon Enterprise Holding Company, LLC, organized in the United States • Vievu, LLC, organized in the United States • Dextro, Inc., organized in the United States • Familiar Inc., organized in the United States • Mediasolv Solutions Corporation, organized in the United States • Axon Public Safety B.V., organized in the Netherlands • TASER Holland B.V., organized in the Netherlands • Axon Public Safety Canada, organized in Canada • Axon Public Safety U.K. Limited, organized in the United Kingdom • Axon Public Safety Australia Pty Ltd., organized in Australia • Axon Public Safety Germany SE, organized in Germany • Axon Public Safety Southeast Asia LLC, organized in Vietnam • Axon Public Safety Finland Oy, organized in Finland • Axon Publicsafety India Private Limited, organized in India • Axon Public Safety Hong Kong Limited, organized in Hong Kong • Axon Enterprise Italia S.r.l., organized in Italy	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 1WHR1	*
5	Proposer Physical Address:	17800 N. 85th St, Scottsdale, AZ 85255-6311	*
6	Proposer website address (or addresses):	www.axon.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert E. Driscoll, Jr. VP, Associate General Counsel and Assistant Corporate Secretary 17800 N. 85th St, Scottsdale, AZ 85255-6311 contracts@axon.com 800-978-2737	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jane Pearson, Senior Proposal Manager 17800 N. 85th St, Scottsdale, AZ 85255-6311 japearson@axon.com 480-905-2037	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich, Director of Sales – Growth 17800 N. 85th St, Scottsdale, AZ 85255-6311 aforbrich@axon.com 301-356-5253	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER energy weapons, body-worn and in-car cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Axon currently partners with more than 15,100 agencies around the world to deliver innovative hardware and software solutions built for the public safety sector. With 11 offices based in Arizona, Washington, North Carolina, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,800 employees continues to define smarter policing through the development of industry-leading technology solutions. Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing. All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are: BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing. AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination. WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity. OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow. JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision. EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves and the best company we can be, if we can't offer and be given critical feedback?	*
11	What are your company's expectations in the event of an award?	Upon notification that Axon has been awarded, we will work expeditiously to complete contract negotiations with Sourcewell. Due to the nature of contract negotiations, an exact timeframe cannot be provided. Once a contract is in place, Axon will begin marketing efforts to promote the Sourcewell Cooperative. We understand the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $30 million. We understand that this is a projected value only and is not guaranteed. Overall, we hope to partner with Sourcewell to bring our industry-leading law enforcement solutions to more customers by using your cooperative to make the procurement process easier and more transparent for purchasers.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Axon is a publicly-traded company; all financial information is available at investor.axon.com. Axon's NASDAQ stock ticker symbol is AXON. NET SALES • Net sales were $863 million and $681 million for the years ended December 31, 2021, and 2020, respectively, an increase of $182 million. • Net sales were $681 million and $530 million for the years ended December 31, 2020, and 2019, respectively, an increase of $151 million. • Net sales were $530 million and $420 million for the years ended December 31, 2019, and 2018, respectively, an increase of $110 million. • Net sales were $420 million and $343 million for the years ended December 31, 2018, and 2017, respectively, an increase of $77 million. • Net sales were $343 million and $268 million for the years ended December 31, 2017, and 2016, respectively, an increase of $75 million. • Net sales were $268 million and $197 million for the years ended December 31, 2016, and 2015, an increase of $71 million. NET INCOME • Our net income decreased by $60.0 million for the year ended December 31, 2021, compared to net income of $1.7 million in 2020. Net loss per basic and diluted share was $0.19 for 2021, compared to net income per basic and diluted share of $0.03 for 2020. • Our net income decreased by $1.7 million for the year ended December 31, 2020, compared to net income of $0.9 million in 2019. Net loss per basic and diluted share was $0.03 for 2020, compared to net income per basic and diluted share of $0.01 for 2019. • Our net income decreased by $28.3 million to $0.9 million for the year ended December 31, 2019, compared to $29.2 million in 2018. Net income per basic and diluted share was $0.01, respectively, for 2019 compared to $0.52 and $0.50 per basic and diluted share for 2018. • Our net income increased by $24.0 million to $29.2 million for the year ended December 31, 2018, compared to $5.2 million in 2017. Net income per basic and diluted share was, respectively, for 2018 compared to $0.10 per basic and diluted share for 2017. • Our net income decreased by $12.1 million to $5.2 million for the year ended December 31, 2017, compared to $17.3 million in 2016. Net income per basic and diluted share was $0.10 for 2017 compared to $0.33 and $0.32 per basic and diluted share, respectively, for 2016. • Our net income decreased by $2.6 million to $17.3 million for the year ended December 31, 2016, compared to $19.9 million in 2015. Net income per basic and diluted share was $0.33 and $0.32 for 2016, respectively, compared to $0.37 and $0.36 per basic and diluted share for 2015. Additionally, we have included our Q2 2022 SEC Quarterly Report and 2021 audited financials in the document upload section. These are the most recently available financial reports as of this submission.	*
13	What is your US market share for the solutions that you are proposing?	As of August 2022, Axon holds an estimated 21% of the US market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State and local law enforcement, federal, corrections, and enterprise agencies are included in this user market scope.	*
14	What is your Canadian market share for the solutions that you are proposing?	Axon tracks Canadian market share as part of our tracking for the Commonwealth geographic region market share and not individually. As of August 2022, Axon holds an estimated 14% of the Commonwealth market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State/province and local law enforcement, corrections, and enterprise agencies are included in this user market scope.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Axon has never petitioned for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) N/A b) Axon Is best described as a manufacturer and service provider for the proposed hardware, software, and services. TASER energy weapons are manufactured at our corporate headquarters in Scottsdale, Arizona. Manufacturing staff and sales representatives are employees of Axon. Some sales representatives work from our main office in Scottsdale, AZ. Others work throughout the United States and globally. Regarding services, Axon Professional Service employees support and install the majority of our products. Axon handles technical support and repairs for all of its manufactured products.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Agencies may choose to track TASER energy weapon log data within their Axon Evidence system; therefore, we have listed certifications for Axon Evidence below. Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers Sourcewell a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These certifications, compliance measures, and security assurances include: • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls • ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud • CJIS Compliant • CALEA Standard 17.5.4 Compliant • HIPAA and HITECH • AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence) • SOC 3 Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508 • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level (Applicable only to the US Federal Region of Axon Evidence) • The authorization confirms that Axon Evidence has been reviewed and approved by the US Department of Defense and Homeland Security, and the General Services Administration Axon's Compliance website (axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation. Axon also maintains the following quality accreditations. MANUFACTURING • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. INFORMATION SECURITY • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Axon has not been suspended or debarred during the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	• Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon • In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. • Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019. • In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.	*
20	What percentage of your sales are to the governmental sector in the past three years	Axon has 15,100+ active agencies worldwide, including law enforcement agencies for higher education (universities and school districts). Axon tracks sales data based on a wide array of product and service segments across worldwide geographic regions. Various user markets included in the scope of these regions are state and local law enforcement, federal, corrections, fire & EMS, justice, and enterprise agencies. Therefore, granular governmental sector sales information is not provided, but Axon has listed total net sales figures for the past 3 years below for Sourcewell's review. • Net sales were $863 million and $681 million for the years ended December 31, 2021, and 2020, respectively, an increase of $182 million. • Net sales were $681 million and $530 million for the years ended December 31, 2020, and 2019, respectively, an increase of $151 million. • Net sales were $530 million and $420 million for the years ended December 31, 2019, and 2018, respectively, an increase of $110 million. As of August 2022, Axon holds an estimated 21% of the US market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State and local law enforcement, federal, corrections, and enterprise agencies are included in this user market scope. Additionally, Axon holds an estimated 14% of the Commonwealth market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State/province and local law enforcement, corrections, and enterprise agencies are included in this user market scope.	*
21	What percentage of your sales are to the education sector in the past three years	Axon has 15,100+ active agencies worldwide, including law enforcement agencies for higher education (universities and school districts). Axon tracks sales data based on a wide array of product and service segments across worldwide geographic regions. Various user markets included in the scope of these regions are state and local law enforcement, federal, corrections, fire & EMS, justice, and enterprise agencies. Therefore, granular education sector sales information is not provided, but Axon has listed total net sales figures for the past 3 years below for Sourcewell's review. • Net sales were $863 million and $681 million for the years ended December 31, 2021, and 2020, respectively, an increase of $182 million. • Net sales were $681 million and $530 million for the years ended December 31, 2020, and 2019, respectively, an increase of $151 million. • Net sales were $530 million and $420 million for the years ended December 31, 2019, and 2018, respectively, an increase of $110 million. As of August 2022, Axon holds an estimated 21% of the US market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State and local law enforcement, federal, corrections, and enterprise agencies are included in this user market scope. Additionally, Axon holds an estimated 14% of the Commonwealth market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State/province and local law enforcement, corrections, and enterprise agencies are included in this user market scope.	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	• Sourcewell Contract #010720 AXN: $775M+ • Texas BuyBoard 603-20 (CEW only): $15M+ • City of Charlotte CCPA Contract 2022000665: $25M+ • League of Oregon Cities (fka NPP) Contract No. PS20270: $110M+ • New York State Police Contract No. PA01857: $595K+ • State of Arizona No. BPM002192/CTR049284-1: $10M+ • State of Delaware PA for LOC Contract No. GSS20808-TASERS: $90K+ • State of Kansas Contract No. 42523: $4M+ • State of Michigan Contract No. 071B4300067: $4M+ • State of Minnesota Contract 199111: $1M+ • State of New Jersey T0106/17-FLEET-00738: $95M+ • State of Oregon CEW Contract No. 8913: $400K+ • State of Pennsylvania Contract No. 4400019257: $18M+ • Washington State DES Contract No. 04220 for CEW: $960K+ Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Burbank Police Department, California	Michelle Rodriguez	818-238-3174	*
Gilbert Police Department, Arizona	Noah Baker	480-635-7326	*
Avondale Police Department, Arizona	Lt. Mathew Hintz	623-333-7302	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Fort Worth Police Department	Government	Texas - TX	Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms	Approximately $200K - $66M	Approximately $68M+	*
Fort Bend County Sheriff's Office	Government	Texas - TX	483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP	Approximately $50K – $17M	Approximately $22M+	*
Manatee County Sheriff's Office	Government	Florida - FL	550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited	Approximately $1M – $3M	Approximately $17M+	*
Travis County Sheriff's Office	Government	Texas - TX	287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room	Approximately $100K – $13M	Approximately $15M+	*
Grand Prairie Police Department	Government	Texas - TX	OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users	Approximately $19K – $12M	Approximately $14M+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Axon directly employs approximately 100 employees in our Sales organization who are committed to selling and delivering service to Sourcewell entities across the US and Canada. Some sales representatives work from our main office in Scottsdale, AZ, while others work remotely throughout the US, Canada, and our other global locations. The distribution of Axon's sales representatives allows us to provide full service and support coverage for Sourcewell entities. Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed. HIRING PROCESS We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a "business mindset," that enables them to understand complex challenges and present solutions that might solve these. Axon's hiring process intends to identify candidates who can do this effectively. It's our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters. Throughout the day, they meet five senior members of the Axon team to validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate's potential fit as a representative of the company, on law enforcement's behalf. If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they're going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. Axon is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.	*
27	Dealer network or other distribution methods.	Axon partners with distributors in limited situations. Within the United States, we work with a small number of distributors to sell our TASER energy weapon products. These distributors are not employees of Axon; therefore, we do not know their company employment numbers. In Canada, we partner exclusively with MD Charlton to sell and service TASER energy weapons. There is some overlap between sales and service functions in this case, as MD Charlton assists Axon with processing repairs.	*

28	Service force.	As a whole, the Axon Support organization directly employs approximately 100 individuals across our Customer Support and Customer Success divisions, including our Return Material Authorization (RMA) department. Our dedicated customer success and support managers are committed to providing Sourcewell entities with post-sales and post-deployment support. CUSTOMER SUPPORT Axon has a full customer and technical support team available 24 hours a day, seven days a week. The team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices. REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy. CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in-country Customer Success Manger (CSM). CSM support is available for both the US and Canada and is determined based on the size and location of the customer. The CSM's goal is to support your day-to-day needs, educate you on Axon products, and ensure you are receiving the full value from your investment. The CSM promotes open communication with agency personnel to foster positive and familiar relationships. They provide highly responsive and specialized support and ongoing education to deliver the best possible customer experience. Your CSM will ensure that questions and concerns are addressed with urgency, and that feedback is received with genuine consideration. More specifically, your CSM will: • Serve as a single point of contact to answer day-to-day questions for your agency's administrative team • Keep you updated on Axon developments • Connect you with other Axon teams, such as Technical Support or Professional Services, when necessary • Ensure that you are using best practices within Axon Cloud Services • Communicate your product feedback to appropriate teams within Axon • Facilitate customer "health check" meetings	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Axon will accept and process orders from Sourcewell entities directly for the US and Canada. Our Order Entry team enters orders into our CRM, Salesforce. Reports will be maintained and extracted from Salesforce for quarterly reporting to Sourcewell.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Axon is committed to providing Sourcewell entities with timely responses to requests for support. During system implementation, the assigned Axon project implementation team will be available via phone and email to provide customer support during normal business hours. Additionally, Axon staff will be available to provide onsite support if there are applicable designated project tasks that require onsite presence at the agency's location. Normal hours of operation for support are business days Monday to Friday 08:00 – 17:30, excluding public holidays. Post-system implementation, support is available via an assigned Axon customer success manager (CSM), as well as from Axon's Customer Support division. Live phone support is available 24 hours a day, seven days a week, including weekends and holidays. For technical or Customer Support assistance, you may contact a customer service representative at 800.978.2737 (extension 4), or via email at support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon Ecosystem. ESCALATION We have a support team in place and aim to address all submitted cases within two business days. Axon has included multiple levels of support in our proposal, from a technical support team who handles daily issues, to an engineering support team who addresses critical or recurring issues. Issues are escalated through these support tiers based on their significance. The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT • Advanced Product troubleshooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation ISSUE SEVERITY TIERS AND RESOLUTION To align with our standard service level agreement, Axon categorizes each reported issue under the following Severity tiers. • SEVERITY 1 – This tier includes critical business functionality being down, a material impact on the customer's business, or non-existent workarounds. • SEVERITY 2 – This tier includes critical business functionality being impaired or degraded, a time-sensitive material impact affecting production, or the existence of temporary workarounds. • SEVERITY 3 – This tier includes non-critical business functionality being down or impaired, no significant impacts on the current product, or the existence of general support/operation inquiries. Each Severity tier has a targeted response and resolution time. • SEVERITY 1 – The targeted response time for a Severity 1 tier issue is less than one hour, and the targeted resolution time is less than 24 hours. • SEVERITY 2 – The targeted response time for a Severity 2 tier issue is less than 12 business hours, and the targeted resolution time is less than two weeks. • SEVERITY 3 –The targeted response time for a Severity 3 tier issue is approximately one business day, and the targeted resolution time is a mutually agreed-upon timeframe between Axon and the agency based on issue prioritization. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month. Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This helps Axon assess customer satisfaction and ensures that cases are handled in a timely manner.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Axon is fully able and willing to provide our products and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Axon is fully able and willing to provide our products and services to Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Axon is able to serve the entire United States and Canada through the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will service all Sourcewell participating entity sectors covered by the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements or restrictions that apply to participating entities in Alaska and US Territories. In Hawaii, please be aware that local laws and regulations require training at time of device purchase. Therefore, TASER devices must be purchased from an authorized TASER dealer or TASER trainer. Local dealers or trainers in Hawaii are listed online at https://taser.com/pages/hawaii. Whether TASER devices are legal to own or restrictions are in place is dependent on your state's local laws. Agencies can check state requirements for TASERs at https://taser.com/pages/state-requirements. This information should not be construed as legal advice and is offered for information purposes only. Axon strongly recommends that you consult with the state and local laws in your state for up-to-date information regarding the legality of TASER devices in your area.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Axon promotes the use of cooperative contracts to its sales force by utilizing training, webinars, and other internal resources. Axon provides various marketing materials (i.e. product cards, program cards, and specification sheets) for customers' consideration regardless of if the agency chooses to purchase Axon products via a cooperative contract or via an agency-specific contract. Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative. Representative samples of marketing material are included as additional attachments with our proposal.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use technology and digital data to understand our audiences – broken out by users we have identified as well as anonymous users. The goal we're trying to achieve is converting our paid users to owned users through multiple technologies, such as retargeting, remarketing, email, social media, referral sites, search, and directory sites. We do not sell any user data to 3rd parties. By acquiring this data, we are able to find patterns and "look-a-likes" to better predict user flows and marketing efficiency.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative. If awarded a Sourcewell contract, Axon would take the following steps to integrate the contract into its sales process: • Announce the award to Axon's US and Canadian sales teams • Add the contract information to Axon's Customer Relationship Management (CRM) tool, Salesforce.com, so that sales reps can easily see all pertinent data • Add information on the contract to upcoming new hire sales trainings	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Axon's e-commerce site requires an authorized login and purchase eligibility to access the system. The platform is intended to make ordering faster, easier, and more efficient. We allow authorized customers to pay by credit card or by Purchase Order when authorized by both the agency and Axon. The site also customizes product visibility, includes contracted pricing for each agency, and acts as one of our many ingestion points for orders. After an order is placed, it is processed just like any other order. As of today, the e-commerce site only supports the sale of hardware and warranties, but we are always looking to expand the number of Axon products we can support. In the next year, we hope to drastically improve our inventory, while also supporting contracts and extended warranties. Axon built our e-commerce site to provide our customers with another way to purchase hardware, and to do so quickly and efficiently. Through the e-commerce site, customers can also get answers to questions regarding RMA requests, invoice concerns, contract inquiries, product information, tax exemptions, etc., when they engage an e-commerce team member. For all inquiries outside our e-commerce team's skill set, they can ensure your questions get routed to the proper resource/contact.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Axon provides standard user training for all proposed products. These costs are included in the professional services portion of the pricing attachment, and Axon employees provide the training. FULL-SCALE DE-ESCALATION TRAINING Axon will combine the delivery of our TASER CEWs to Sourcewell entities with an increased focus on de-escalation training. Axon will work with Sourcewell entities to provide a hybrid training approach including in-person classes as desired and remote/COVID-sensitive training for officers' safety. During project deployment, our professional services team will provide step-by-step explanations and assistance for the deployment of TASER energy weapons. Our professional services team also will provide users with training documentation, including user manuals, which can be used in future training sessions. Additionally, Axon offers online training classes with follow-up onsite training sessions for	

user CEW certification and recertification.

Our training aims to provide appropriate insight, skill, and knowledge, promoting all-around safety. We will provide Axon instructor training with the goal of educating instructors who can support the agency's subsequent training needs. With Axon's approach to training, including new content and tools, Axon will help officers reduce risk, retain information, and get hands-on experience with your devices before using them in the field.

Standard TASER energy weapon and VR training for Sourcewell entities may include, but is not limited to the following:
- TASER Operator Training (Tiers 1 -5, based on agency size)
- TASER 7 Instructor School
- TASER 7 Master Instructor School
- CEW Master Instructor School
- CEW 2 Day Product-Specific Instructor Course
- Community Engagement Training VR (based on agency size)

Training has always been a vital component in Axon's aim of increasing safety through technology. Thoughtfully designed, expert-led training programs will ensure officers are properly equipped to use TASER weapons, as well as other Axon products, safely and effectively.

With the proposed TASER training courses, Sourcewell entities can be confident in Axon's training program, which implements advanced technology to incite deeper learning.

AXON ACADEMY TRAINING
Axon Academy provides training on the use and maintenance of all TASER CEWs and Axon Evidence services. Training is geared toward the specific needs of law enforcement. CEW functions, medical issues, device maintenance and personal safety are just a few of the topics covered in the offered courses.

Through Axon Academy—our on-demand Learning Management System—Axon offers online, interactive courses to introduce TASER products and familiarize officers with the new CEW, including the science, components, and their intended use.

IN-PERSON TRAINING
Reimagined in-person training, including our TASER Master Instructor school, allows officers to build upon the knowledge and experiences imparted by online and virtual reality training programs. Axon developed a training suit and accompanying training cartridges that make it safer than ever to practice CEW deployments and encourage more hands-on preparation with the TASER before field use. *

ENHANCED VR TRAINING
Axon Virtual Reality Training can provide Sourcewell entities with a low-cost, easily-accessible training option to support your Use of Force or Crisis Intervention (CIT) training programs. Produced in collaboration with experts in crisis intervention, as well as clinicians and behavioral analysts, Axon's VR-based content is delivered in 360-video displayed on an HTC VIVE Focus Plus headset. This provides trainees with a first-person point-of-view of both a subject in crisis and a responding officer in various scenarios. While using the VR training simulator, agents/officers will have an opportunity to experience both viewpoints to better understand a situation, and then they must attempt to de-escalate the situation and reach a successful outcome.

The VIVE Focus Plus headset is an all-in-one VR headset that enables VR content to be distributed on a self-contained unit, eliminating the need to attach the headset to a PC, or place stationary trackers around a room as with other VR training solutions. Users can easily access the content my simply putting on the headset and accessing the Axon VR application. Because all the hardware and content are contained in the headset, multiple headsets can be distributed across multiple locations to streamline training across your organization.

LEARNING OBJECTIVES
By implementing Axon's training scenarios, trainees will:
- Gain a better understanding of what an individual in crisis is experiencing as law enforcement is called on the scene
- Be able to describe basic symptomology of psychiatric or developmental conditions
- Be able to identify best practices in verbal de-escalation and the use of force for individuals in crisis

AVAILABLE AND UPCOMING MODULES
Axon currently offers VR training modules that cover:
- DOMESTIC VIOLENCE – Helps officers identify if a person in the field might be a victim of domestic violence and equips them with tools to communicate more effectively
- SCHIZOPHRENIA – Provides strategies to better assist a person in the field suffering from Schizophrenia.
- AUTISM – Helps officers identify if a person in the field may have Autism and equips

		them with tools to communicate more effectively • SUICIDAL IDEATION – Helps officers respond to an individual in crisis who may be experiencing suicidal ideation • HARD OF HEARING – Helps officers identify if a person in the field has hearing loss and equips them with tools to communicate more effectively • ALZHEIMER'S/DEMENTIA – Provides strategies to better assist a person in the field who may be suffering from Alzheimer's/Dementia • PEER INTERVENTION – Helps officers determine when to intervene should a fellow deputy act inappropriately and/or deploy excessive force in the field • OFFICER POST-TRAUMATIC STRESS INJURY (PTSI) – Helps officers identify, mitigate, and cope with traumas they or their colleagues may encounter in the field • COMMUNITY POST-TRAUMATIC STRESS INJURY (PTSI) – Helps officers identify if a person they are addressing in the field is experiencing some form of PTSI An average training scenario length is 5 minutes – 15 minutes and is accessible through Axon's online learning management system, Axon Academy. As technology evolves, there are always new things to learn and new ways to learn them. We are dedicated to improving our VR-training services to best assist Sourcewell entities.	
41	Describe any technological advances that your proposed products or services offer.	As a company that strives to advance the efforts of public safety through technology whenever possible, Axon builds each product to be advanced and cutting-edge in its capabilities. The TASER energy weapon was officially introduced to law enforcement in 1998. Since then, we have been working tirelessly to further advance and refine the technology behind the lifesaving TASER energy weapon, while building a fully integrated platform of digital evidence capture and management software. Axon now represents a complete network of devices, applications, and services that leverage the latest technological innovations. Our continued dedication to the TASER energy weapon, successful endeavors into other areas of connected law enforcement technologies, and close partnerships with thousands of agencies around the globe have informed the development of the TASER 7 energy weapon —our most effective and intelligent TASER yet. Details for product technological advances are provided under the headers below. TASER 7 The TASER 7 field-tested device offers the following life-saving features that can help lead to safer outcomes: • Close-Range Optimization – 93% increased probe spread at close range, where 85% of deployments occur, according to agency reports • New Device Management Workflow – Administrators can assign devices in seconds with the Axon Device Manager application, and update firmware, upload logs and recharge the battery simply by docking it and walking • Improved Darts – TASER 7 darts fly straighter and faster with nearly twice the kinetic energy for better connection to the target, and the body of the dart breaks away to allow for attainment at tough angles • Adaptive Cross-Connect – Electricity is intentionally driven between all contacts to maximize the effectiveness of the probe deployment and to help compensate for close probe spreads or clothing disconnects. TASER X2 The TASER X2 field-tested device offers the following life-saving features that can help lead to safer outcomes: • A warning arc to prevent conflict from escalating and to reduce the risk of injury • Double-shot support in the event of a missed shot • Dual lasers to improve accuracy while aiming from varying distances • Cross-Connect technology to improve the strength of probe connections • Smart cartridge neuromuscular Incapacitation (NMI) technology to immobilize a suspect TASER X26P The TASER X26P field-tested device offers the following life-saving features that can help lead to safer outcomes: • A small and compact design that is easy to operate • A forward-facing design to make reloading easier in tense situations • Single-shot support to safely stop and detain a suspect • Neuromuscular Incapacitation (NMI) technology to immobilize a suspect AXON SIGNAL PERFORMANCE POWER MAGAZINE (SPPM) The Signal Performance Power Magazine (SPPM) is a battery accessory for TASER X2 and TASER X26P energy weapons. The TASER energy weapon battery reports to your camera when your weapon is armed so it can start recording, and logs the moment the trigger is pulled and the arc is engaged. Axon Signal technology lets officers focus on the critical situation in front of them, not on activating their camera. The SPPM allows you to automatically record events without lifting a finger, so you can	*

		focus on the situation in front of you. AXON VR In 2018, Axon began developing a VR solution, which led to the advent of our Community Engagement Training. Since then, we've partnered with more than 1,000 clients to deliver our solution as part of their training protocols. Over the past 4 years, Axon has built a team of VR-industry professionals who have worked at HTC and Microsoft, as well as various VR-focused gaming companies. Altogether, our VR team offers more than 30 years of experience working in the VR industry. As of 2021, Axon maintains a strategic partnership with HTC—who is one of the founding companies in the VR space—as an integrated solution vendor. We partner directly with the HTC engineering team to ensure seamless integration between their hardware and our software. By doing so, Axon can offer Sourcewell entities proven and reliable equipment that integrates with TASER 7 energy weapons and Axon Evidence. Whether training new recruits or veterans of the force, Sourcewell can benefit from our advanced VR technology and years of industry experience. Our latest Axon VR solution launched in Q1 2022. AVAILABLE AND UPCOMING MODULES Axon currently offers VR training modules that cover: • DOMESTIC VIOLENCE – Helps officers identify if a person in the field might be a victim of domestic violence and equips them with tools to communicate more effectively • SCHIZOPHRENIA – Provides strategies to better assist a person in the field suffering from Schizophrenia. • AUTISM – Helps officers identify if a person in the field may have Autism and equips them with tools to communicate more effectively • SUICIDAL IDEATION – Helps officers respond to an individual in crisis who may be experiencing suicidal ideation • HARD OF HEARING – Helps officers identify if a person in the field has hearing loss and equips them with tools to communicate more effectively • ALZHEIMER'S/DEMENTIA – Provides strategies to better assist a person in the field who may be suffering from Alzheimer's/Dementia • PEER INTERVENTION – Helps officers determine when to intervene should a fellow deputy act inappropriately and/or deploy excessive force in the field • OFFICER POST-TRAUMATIC STRESS INJURY (PTSI) – Helps officers identify, mitigate, and cope with traumas they or their colleagues may encounter in the field • COMMUNITY POST-TRAUMATIC STRESS INJURY (PTSI) – Helps officers identify if a person they are addressing in the field is experiencing some form of PTSI An average training scenario length is 5 minutes – 15 minutes and is accessible through Axon's online learning management system, Axon Academy. As technology evolves, there are always new things to learn and new ways to learn them. We are dedicated to improving our VR-training services to best assist Sourcewell entities.	
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Axon is continuously searching for opportunities to promote positive environmental practices that include sustainable management of materials during product procurement and end-of-life processes. We allow our vendors to manage the manufacturing of consumables to help reduce Axon's on-hand inventory, as well as the amount of expired product needing to be disposed of. When needed, Axon disposes of hazardous waste through the use of a Resource Conservation and Recovery Act (RCRA) permitted incinerator or fuel blending in RCRA permitted kilns. With these methods, Axon can reduce pollution more effectively than traditional disposal methods. Axon has also adopted the following sustainability measures: • We introduced a wire/spool recycling program related to TASER cartridges • We participate in the Travel Reduction Program sponsored by the Maricopa County Air Quality Department with the overall initiative to reduce air pollution in Maricopa County • We've set a goal to reduce employee air travel and commuting through the use of company-wide Zoom video conferencing • Axon also offers the following product end-of-life programs: • Provides customers with the ability to recycle their product batteries directly through the nationwide company, Battery Solutions, which also eliminates the need for customers to ship the batteries back to Axon for disposal • Performs an on-site shredding process of returned products not to be refurbished to ensure total breakdown and proper disposal Axon currently commits to recycling cardboard and paper and continues to research and develop initiatives to enhance our recycling programs to include metals, pallets, and plastics.	*

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Axon has adopted the following sustainability measures: • We introduced a wire/spool recycling program related to TASER cartridges • We participate in the Travel Reduction Program sponsored by the Maricopa County Air Quality Department with the overall initiative to reduce air pollution in Maricopa County • We've set a goal to reduce employee air travel and commuting through the use of company-wide Zoom video conferencing TASER energy weapons are designed to have an estimated useful life of five years. Additionally, 5-10% of the plastics used in manufacturing our products are made of recycled materials. Metals (zinc, copper wire, etc.) used in manufacturing our products are recyclable in municipal recycling streams.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Axon does not hold any WMBE, SBE, or veteran-owned business certifications.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Axon's goal is to provide Sourcewell entities with the necessary products and services to help make the most of the public safety solutions you count on every day. Axon has been the sole developer of TASER energy weapons for nearly three decades. During this time, we have acquired hundreds of patents and heavily invested in research and development (R&D). With hundreds of R&D employees committed to improving our technology, we are confident we've created an effective and durable less-than-lethal option Sourcewell entities can rely on. Axon has deployed hundreds of thousands of TASER energy weapons all over the world—including in all 50 US states, Canada, and more than 10 other countries. TASER energy weapons have been the focus of more than 800 studies—making them the most studied on the market. The conclusions of these studies are clear: public safety agencies and communities benefit from the adoption of TASER devices. Researchers have confirmed that our devices: • Provide life-saving value during use-of-force interactions • De-escalate intense situations and reduce injury • Help reduce the risk of litigation and reduce workers' compensation claims For Sourcewell's convenience and further review, we have included our TASER Energy Weapon Research Index as an additional attachment which provides reference to the hundreds of TASER energy weapon studies that detail the safety and efficacy of these devices. SELECTED TASER STUDIES WAKE FOREST A US DOJ funded study by the Wake Forest University Baptist Medical Center study concluded that 99.75% of 1,201 field uses of TASER weapons in a wide range of drug and alcohol influences, ages, and race resulted in no significant injuries, demonstrating that the TASER device is the safest intermediate use-of-force option for police. HOUSTON STUDY In a longitudinal study, the Houston Police Department saw TASER devices help decrease workers' comp claims by 93%. Deploying alternative means of force has also shown to reduce suspect injuries by as much as 60%. US DEPARTMENT OF JUSTICE In a 5-year TASER safety study by the US Department of Justice, an expert panel of medical professionals concludes that the use of conducted energy devices by police officers on healthy adults does not present a high risk of death or serious injury. In comparing records 24,000+ use of force conflicts from 12 different agencies, a separate DOJ study found the risk of injury to suspects apprehended with TASER brand weapons typically fell more than 60% compared to the risk to suspects who were arrested without the devices, when all other conditions were similar. MACDONALD, ET AL. IN AMERICAN JOURNAL OF PUBLIC HEALTH In a peer-reviewed study, published in the American Journal of Public Health, MacDonald, Kaminski, and Smith examine less-lethal weapons including CEWs. Analyzing data from 12 police departments across 24,380 use-of-force cases involving injury to officers or civilians, this study found that "odds of injury to civilians and officers were significantly lower when police used CED weapons." Overall, the study concluded that when law enforcement agencies responsibly employ less-lethal weapons instead of physical force, injuries can be dramatically reduced.	*

		FERDIK, ET AL. IN POLICE QUARTERLY Using data from a representative sample of American law enforcement agencies, this independent study in Police Quarterly shows "that less restrictive CED policies are associated with increased CED usage and fewer fatal shootings by police." The results show that agencies policies which allowed wider use of CEDs, were "substantially and significantly associated with decreases in the number of fatal police shootings." POLICE EXECUTIVE RESEARCH FOUNDATION A Police Executive Research Foundation study found that CEWs led to fewer officer injuries and fewer suspect injuries. Use of TASER CEWs was associated with a 76% reduction in the chances of an officer being injured compared to agencies that do not use CEWs, and the odds of a suspect being injured were reduced by more than 40% in TASER CEW agencies compared to non-CEW agencies. THE AMERICAN MEDICAL ASSOCIATION The American Medical Association assessed that TASER devices are a "safe and effective tool" and "can save lives during interventions" when used appropriately. AXON VR EXPERIENCE In 2018, Axon began developing a VR solution, which led to the advent of our Community Engagement Training. Since then, we’ve partnered with more than 1,000 clients to deliver our solution as part of their training protocols. Over the past 4 years, Axon has built a team of VR-industry professionals who have worked at HTC and Microsoft, as well as various VR-focused gaming companies. Altogether, our VR team offers more than 30 years of experience working in the VR industry. As of 2021, Axon maintains a strategic partnership with HTC—who is one of the founding companies in the VR space—as an integrated solution vendor. We partner directly with the HTC engineering team to ensure seamless integration between their hardware and our software. By doing so, Axon can offer Sourcewell entities proven and reliable equipment that integrates with TASER 7 energy weapons and Axon Evidence. Whether training new recruits or veterans of the force, Sourcewell can benefit from our advanced VR technology and years of industry experience. Our latest Axon VR solution launched in Q1 2022. VALUE OF THE AXON ECOSYSTEM We’ve long made the priorities of law enforcement our own, and your challenges ours to solve. When you partner with Axon, you're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer Sourcewell entities the solutions needed to help make the world a safer place. By leveraging the Axon Ecosystem made up of connected devices and apps including TASER energy weapons and VR, Sourcewell entities can better position themselves to keep their officers and communities safe.	

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA) uploaded with our response. For some solutions we are authorized resellers of hardware. Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty terms, which have been included in the uploaded MSPA.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties do not cover the expense of technicians' travel time and mileage to perform warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Axon can provide a certified technician to perform warranty repairs for any geographic regions of the United States or Canada as applicable. Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Axon will troubleshoot these devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer.	*
51	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges. Please see the uploaded MSPA for full details. The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy.	*
52	Describe any service contract options for the items included in your proposal.	Please refer to the attached MSPA for full service contract options for the proposed items.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30. For accepted payment methods, Axon can process via P-card if necessary but prefers ACH payments whenever possible.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Axon does not offer leasing or financing options. Alternatively, Axon offers a provision in its MSPA which allows for cancellation by the agency if sufficient funds are not appropriated.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Axon can process via P-card if necessary but prefers ACH payments whenever possible. There is not an additional cost to Sourcewell participating entities for using this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Axon is proposing a Product-Category Volume-Based Discount model for Sourcewell participating entities. The discount increases as the order quantity increases. Please see question #58 and the document in the pricing materials section for full details.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Axon is proposing the following discount model based on order quantity. This discount model applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section. Axon is proposing the following discount schedule based on order quantity. • Quantity: 1 • Customer Discount % off MSRP: 0.00% • Quantity: 2-99 • Customer Discount % off MSRP: 1.00% • Quantity: 100-249 • Customer Discount % off MSRP: 3.00% • Quantity: 250-499 • Customer Discount % off MSRP: 5.00% • Quantity: 500-999 • Customer Discount % off MSRP: 7.00% • Quantity 1000+ • Customer Discount % off MSRP: 10.00%	*

59	Describe any quantity or volume discounts or rebate programs that you offer.	Axon is proposing the following discount schedule based on order quantity. • Quantity: 1 • Customer Discount % off MSRP: 0.00% • Quantity: 2-99 • Customer Discount % off MSRP: 1.00% • Quantity: 100-249 • Customer Discount % off MSRP: 3.00% • Quantity: 250-499 • Customer Discount % off MSRP: 5.00% • Quantity: 500-999 • Customer Discount % off MSRP: 7.00% • Quantity 1000+ • Customer Discount % off MSRP: 10.00%	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Axon sells at the sourced party’s MSRP. Discounts may be applied in certain situations on sourced items, on a case-by-case basis.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Axon has included all available installation and training options in our pricing. Our sales representatives can discuss options with each participating entity during the ordering process. We encourage agencies to take advantage of our experienced Professional Services team for installation and training, but it is not mandatory. We offer several options at different price points for agencies at various budgets.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are included in our costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery are included in the costs for Alaska, Hawaii, Canada, and offshore delivery to US territories. Please note that all taxes, duties, and customs, where applicable, are the responsibilities of the customer.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping through FedEx upon request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Axon utilizes Salesforce.com as its CRM tool and Microsoft Dynamics AX as its enterprise resource-planning tool. When a sales representative provides a customer a quote utilizing the cooperative, the sales representative will select the cooperative contract within Salesforce.com. At the end of the quarter, our Sales Operations team runs a report in Salesforce.com to see all deals that closed the previous quarter for each cooperative that requires reporting. Because a sale could be closed in Salesforce but not actually shipped or invoiced for, we then run that information in Microsoft AX. Microsoft AX allows us to see if the ship date occurred within the reporting quarter and the amount that we invoiced to the customer. Once we have all pertinent data, we put it into an Excel spreadsheet to guide us in reporting the cooperative sales data.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Axon will track the following internal metrics to measure success with the contract: • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The length of time it takes to update the contract after new products/services are announced by Axon	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Axon will pay 2% on the initial shipment or 1% on a multi-year sale.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Axon is offering a number of products that will fit the needs of Sourcewell participating entities. We have described our various offerings under the headers below and provided product cards and specification sheets as separate attachments for additional details. TASER 7 The TASER 7 energy weapon is a firmware upgradable, 2-shot weapon with an estimated useful life of five years. The TASER 7 energy weapon is manufactured by Axon Enterprise, Inc. (Axon) exclusively. The TASER 7 energy weapon uses two replaceable TASER 7 energy weapon Cartridges (cartridges) containing compressed nitrogen to deploy two small probes that attach to the weapon by insulated conductive wires. The weapon transmits electrical pulses along the wires and into the body. These pulses are designed to affect the sensory and motor functions of the peripheral nervous system and cause involuntary muscle contractions, or Nero Muscular Incapacitation (NMI). It also is possible to produce a Warning Arc display or drive-stun without deploying any of the cartridges loaded in the energy weapon. The TASER 7 energy weapon has an internal memory that stores the operating firmware and a record of every deployment. The TASER 7 energy weapon's log can be uploaded to Axon Evidence for review and storage to ensure proper operation and use of the TASER energy weapons. CONFIDENCE IN THE FIELD The advanced performance of TASER 7 energy weapon leads to greater confidence in the field and provides Sourcewell with the most effective TASER weapon ever. Enhanced connection to the Axon network unlocks streamlined workflows, and it's all backed by groundbreaking training that helps show your commitment to your community. KEY FEATURES • Close-Range Optimization – 93% increased probe spread at close range,	

where 85% of deployments occur, according to agency reports
• New Device Management Workflow – Administrators can assign devices in seconds with the Axon Device Manager application, and update firmware, upload logs and recharge the battery simply by docking it and walking
• Improved Darts – TASER 7 darts fly straighter and faster with nearly twice the kinetic energy for better connection to the target, and the body of the dart breaks away to allow for attainment at tough angles
• Adaptive Cross-Connect – Electricity is intentionally driven between all contacts to maximize the effectiveness of the probe deployment and to help compensate for close probe spreads or clothing disconnects.

KEY SPECIFICATIONS
• Weather Resistant – IP53 Ingress Protection MIL-STD-810G Test Method 510.6 (sand and dust), Method 506.6 (rain) IEC 60529
• Housing – High Impact Polymer
• Operating Temperature – - 4 °F to 122 °F [-20° C to 50° C]
• Drop Test – 4 Feet
• Humidity – 95% Relative, Non-condensing
• Top Laser – High-Visibility Green Class 2
• Bottom Laser – Red Class 2
• Illumination – 210 Lumen Light Emitting Diode (LED)
• Warranty – 1 year from date of receipt
• Service Life – 5 Years (Recommended)

RAPID ARC TECHNOLOGY
New rapid arc technology outperforms all previous TASER energy weapons—even in instances of narrow probe spreads—and adaptive cross-connect helps enable full incapacitation even at close range. Spiral darts fly straighter and faster toward a daylight green laser with nearly double the kinetic energy to compress loose hanging clothing.

CONNECT TO SAVE TIME
TASER 7 energy weapon is the first TASER energy weapon to be wirelessly connected to the Axon network. This lets you unlock new benefits like easier inventory management and firmware updates, all without needing the cable required for previous TASER energy weapons. You can recharge batteries via docking and walking and even assign weapons and accessories in seconds with the Axon Device Manager mobile application.

BETTER TOGETHER: OFFICER SAFETY PLAN 7+
Keep your communities safe and save critical budget by bundling our products and services. Officer Safety Plan 7+ (OSP7+) provides your agency with next-generation devices and software, delivering seamless integration, budget predictability, and automatic upgrades. By investing in an OSP, Sourcewell can create process efficiencies by having your devices and evidence management tools working together on the same network.

TASER X2
The TASER X2 offers double-shot technology that features a backup shot and warning arc to increase voluntary surrenders. We’ve built the TASER X2 to give officers a less-lethal option to resolve high-conflict situations while limiting harm to themselves and citizens.

KEY FEATURES
This field-tested device offers the following life-saving features that can help lead to safer outcomes:
• A warning arc to prevent conflict from escalating and to reduce the risk of injury
• Double-shot support in the event of a missed shot
• Dual lasers to improve accuracy while aiming from varying distances
• Cross-Connect technology to improve the strength of probe connections
• Smart cartridge neuromuscular Incapacitation (NMI) technology to immobilize a suspect

KEY SPECIFICATIONS
• Weather Resistance – IEC 60529 IPx2 (rain), MIL-STD-810G Method 510.5, Procedure 1 (dust)
• Housing – High-impact polymer
• Power Activation – Ambidextrous safety switch
• Operating Temperature – - 4 °F to 122 °F [-20 °C to 50 °C]
• Storage Temperature – - 4 °F to 122 °F [-20 °C to 50 °C]
• Drop Test – 4 feet
• Humidity – 80% non-condensing
• Warranty – 1 year from date of receipt

TASER X26P

The TASER X26P is our smallest and most compact energy weapon. The TASER X26P gives officers the space and time needed to reach peaceful outcomes. More than that, using a non-lethal method of resolving conflict helps build trust amongst the communities you serve.

KEY FEATURES *
- Compact Design
- Easier Reload
- Trilogy Logs
- All Digital Platform

KEY SPECIFICATIONS
- Weather Resistance – IEC 60529 IPx2 (rain), MIL-STD-810G Method 510.5, Procedure 1 (dust)
- Housing – High-impact polymer
- Power Activation – Ambidextrous safety switch
- Operating Temperature – - 4 °F to 122 °F [-20 °C to 50 °C]
- Storage Temperature – - 4 °F to 122 °F [-20 °C to 50 °C]
- Drop Test – 4 Feet
- Humidity – 80% non-condensing
- Warranty – 1 year from date of receipt

AXON SIGNAL PERFORMANCE POWER MAGAZINE (SPPM)
- Axon SPPM is a separate battery pack for the TASER X2 and X26P conducted electrical weapons for automatic activation of Axon cameras.
- Shifting the safety switch on the X2 or X26P from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.
- The TASER 7 energy weapon automatically includes built-in Axon Signal functionality and does not require SPPM.

AXON VR
When taking on the challenge of designing a comprehensive VR solution, Axon focused on creating lifelike environments that could be accessed from almost anywhere. With an advanced HTC headset that tracks physical movement, agencies can scale training sessions to fit almost any space. Gone are the days of installing expensive stationary equipment or overburdening trainees with unnecessary accessories. Axon has built a VR training system that is extremely adaptable, not only to physical environments but to the needs of your agency.

Axon VR is comprised of the following components:
- HTC Headset with Simulator and Community Engagement Training Modules
- Glock 17 Training Handle
- TASER 7 Training Handle, Battery Pack, and Dock
- TASER 7 VR Standoff and Close-Quarters Cartridges
- Samsung S7+ Tablet
- Hand-Motion Tracking Bracelet

SIMULATOR TRAINING
Axon's Simulator Training places trainees in a responding deputy's shoes and provides full autonomy within an environment. The trainee can then talk with, interact with, and move about the virtual environment with very few limitations. During a training session, trainees will handle a variety of VR controllers—such as a TASER 7 energy weapon or Glock 17—to practice and train with. Handling these different controllers while in the simulation can help improve muscle memory and instill a familiarity with weapons and devices in tense situations.

Additionally, training facilitators can interact with the trainee in real-time by controlling the actions and responses of simulated characters with a handheld tablet connected to the HTC headset via Wi-Fi. A cloud server processes the interactions, allowing the trainer and trainee to interact together—even if the two are separated.

In the future, our solution will allow trainers to embody and act as one of the other scenario participants, which can introduce erratic behavior or behavior that can incite a crowd, thus exposing a trainee to unpredictable actions.

Different scenario variables—such as the type of situation being responding to and/or the particular trainee weapon being drawn—can be adjusted at the start of every session. Once a session is complete, an after-action report is generated and allows a trainer to grade a trainee on their performance.

In the future, trainers will be able to fully create environments and scenarios from scratch using a custom scenario editor. These scenarios will use virtual subjects meaning no actors are needed, which can help maintain a higher level of consistency in a training environment.

		Our simulator solution was purposefully designed to be easily deployable, without the need for live actors or role-playing. Because the solution uses the advanced VR headset and bracelet for movement tracking, no additional room calibration or sensors are necessary. COMMUNITY ENGAGEMENT TRAINING Our Community Engagement Training focuses on providing key situational learning objectives and de-escalation tactics when encountering a wide variety of scenarios. These trainings are delivered in 360-degree videos with branching narratives, meaning that trainees can select different tactics and responses at key decision points throughout the narrative. This allows trainees to see the steps they can take to de-escalate a scene. Topics range from mental health calls such as Schizophrenic or Suicidal individuals to unique populations such as Hard of Hearing or Autistic individuals to internal challenges within an agency such as Peer Intervention or Officer Suicide. Trainees will have an opportunity to experience both viewpoints to better understand a situation, and then attempt to de-escalate the situation to reach a successful outcome. LEARNING OBJECTIVES By implementing Axon's Community Engagement Training, trainees will gain a better understanding of what an individual in crisis is experiencing as law enforcement is called on the scene. Additionally, they will be able to describe the basic symptomology of psychiatric or developmental conditions, as well as identify best practices when conducting verbal de-escalations or determining use of force on individuals in crisis. Furthermore, optional online courses are available in Axon Academy that accompany each training topic, so trainees can learn more about the specific conditions, illnesses, or community groups they may encounter. REALISTIC AND IMMERSIVE SCENARIOS Axon utilizes VR headsets to provide trainees with an accurate first-person perspective of an individual in a state of crisis that otherwise could not be experienced. Given that VR has been shown to have higher rates of memory retention than traditional educational tools, these trainings will increase a trainee's application of learned soft skills in difficult, high-stakes situations. EFFECTIVE TRAINING Axon has worked with experts in crisis intervention and mental health to develop a truly informative and empathetic experience for subjects undergoing symptoms of Schizophrenia, Autism Spectrum Disorder, and Suicidal Ideations. By using Axon's VR modules to better understand the symptoms and stressors of a variety of mental health disorders, trainees will have the knowledge to confidently interact with individuals experiencing conditions that would prohibit them from complying with a deputy's verbal commands.	
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our included pricing is split into the following subcategories for US pricing and for Canadian pricing: • TASER 7 Hardware and Accessories • TASER X2 Hardware and Accessories • TASER X26P Hardware and Accessories • Axon Virtual Reality (VR) Software, Hardware, and Accessories • Professional Services – TASERs • Professional Services – Axon VR • Warranties – TASERs • Warranties – Avon VR • Miscellaneous TASER Hardware and Accessories • TASER Bundles	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Devices and tools which deliver a high voltage, low amperage electrical charge, via probes ejected from the device or the device itself, which is designed to be less lethal and incapacitate a subject for the purposes of law enforcement taking the subject into custody or controlling the subject;	(•) Yes ( ) No	The proposed TASER 7, TASER X2, and TASER X26P devices and tools have been designed to deliver a high voltage, low amperage electrical charge, via probes ejected from the device or the device itself, which is designed to be less lethal and incapacitate a subject for the purposes of law enforcement taking the subject into custody or controlling the subject.	*
72	Parts and accessories, including belts, holsters, pouches, batteries, replacement cartridges, designed for duty deployment of the above devices described in Line 71 above, along with systems and applications which assist in managing, maintaining, and recovering data from the device;	(•) Yes ( ) No	The proposed TASER accessories include belt loops/clips, holsters, batteries, and replacement cartridges designed for duty deployment with those devices described in line 71 above. Additionally, Axon has proposed the necessary Axon systems and applications which assist in managing, maintaining, and recovering data from the TASER devices.	*
73	Related services, including maintenance, repair, training, service, and maintenance agreements.	(•) Yes ( ) No	Axon has proposed the associated installation and training services for the TASER items listed in questions 71 and 72 in our pricing. Please refer to the attached MSPA for details on maintenance and repair terms and conditions.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
74	Do your products have any state or federal authorizations for use?	Yes, whether TASER devices are legal to own or restrictions are in place is dependent on your state's local laws. Agencies can check state requirements for TASERs at https://taser.com/pages/state-requirements. This information should not be construed as legal advice and is offered for information purposes only. Axon strongly recommends that you consult with the state and local laws in your state for up-to-date information regarding the legality of TASER devices in your area.	*
75	Do your products meet any nationally recognized law enforcement standards (e.g. Department of Justice – DOJ or National Institute of Justice – NIJ) or security standards (e.g. Criminal Justice Information Services – CJIS)?	Yes, the proposed Axon products meet nationally recognized law enforcement standards for the DOJ and NIJ and security standards for CJIS.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell Co-op CEW Pricing_9.26.22.pdf - Monday September 26, 2022 22:59:44
- Financial Strength and Stability - Financial Strength and Stability Attachments.zip - Monday September 26, 2022 23:08:27
- Marketing Plan/Samples - Marketing Plan Sample Documents.zip - Monday September 26, 2022 23:07:27
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples - Sample Transaction Doc_COOP_Sourcewell CEW_MSPA.pdf - Monday September 26, 2022 23:10:56
- Upload Additional Document - Additional Attachments.zip - Monday September 26, 2022 23:13:32

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Robert E. Driscoll, Jr., VP, Associate General Counsel and Assistant Corporate Secretary, Axon Enterprise, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_ Conducted_Energy_Weapons_RFP_092722 Mon September 19 2022 04:33 PM	☑	1
Addendum_1_ Conducted_Energy_Weapons_RFP_092722 Wed August 17 2022 03:13 PM	☑	1

DocuSign Envelope ID: 217A34AC-143D-42CB-8223-CA4C4501AB0A

AMENDMENT #1
TO
CONTRACT #092722-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Conducted Energy Weapons, to Sourcewell and its Participating Entities, effective February 3, 2023, through November 21, 2026 (Contract).

Supplier has updated its administrative fee terms, found in Line Item 68 under "Table 13: Audit and Administrative Fee." The current language is deleted in its entirety and replaced with the following:

> In consideration for the support and services provided by Sourcewell, the Supplier will pay to Sourcewell an administrative fee of 1.05% on all Equipment, Products and Services provided to Participating Entities. For the purpose of calculating the fee, this fee change is effective for all sales made July 1, 2023, onward.

Except as amended above, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz, Director of Operations/CPO

Date: 7/14/2023 | 9:00 AM CDT

Approved:

DocuSigned by:
Chad Coauette
48BAF71B0894454...

By: _____

Chad Coauette, Executive Director/CEO

Date: 7/14/2023 | 10:42 AM CDT

Axon Enterprise Inc.

DocuSigned by:
Robert E. Driscoll Jr.
55DAEBB131A4424...

By: _____

Robert E. Driscoll, Jr.

Title: VP, Associate General Counsel

Date: 7/14/2023 | 8:20 AM MST

CONTRACT COVER SHEET

This form must be completed before the contract is transmitted to the contractor/consultant.
Include this completed form in Novus when submitting the contract for approval.
This form does not apply to grant awards, sub-awards, or intergovernmental agreements.

- Project Name/Novus Title: Axon Taser Contract
- Standard Lewis and Clark County contract template used: **YES** ◯ **NO** ◉
  - Legal has completed review of agreement: **YES** ◉ **NO** ◯
- Procurement method: ~~Approved Variance~~ ORH REQUEST FOR PROPOSALS ☐ **NOT APPLICABLE** ◯ **Explain in comment box**
  - For methods other than Small Purchase – Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
- Purchase is exempt/exception from standard procurement procedures, per county policy: **YES** ◉ **NO** ◯
  - **<u>If YES, provide exemption/exception request form.</u>**
- Budget Authority: **YES** ◉ **NO** ◯ **NOT APPLICABLE** ◯
- Is this a public works contract subject to prevailing wage requirements? "Public works contract" means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of $25,000? **YES** ◯ **NO** ◉
  - If YES, is project subject to $50,000 performance and payment bond? **YES** ◯ **NO** ◯
- Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** ◯ **NO** ◉
  *$80,000 or more, public funds being expended, and work done on publicly-owned property.
  - **<u>If YES, submit CGR form to Finance Department.</u>**
- Is this contract funded through a grant? **YES** ◯ **NO** ◉ **IF YES, COMPLETE NEXT PAGE.**

Additional comments:

Taser contract for equipment, software, and training.
CONTRACT OBTAINED THROUGH COOPERATIVE PURCHASING/TERM CONTRACT. CO-OP (i.e., SOURCEWELL) CONDUCTED RFP. ORH

Signatures:

Leo P. Dutton — 03-26-2024
Elected Official/Department Director — Date

GRH — 3/28/24
Purchasing Officer or Designee — Date

Frank Cornwell — 3/28/24
Finance Officer or Designee — Date

DocuSign Envelope ID: 51F762E3-5A05-4AF0-8220-1B1FCDDB1477

Lewis and Clark County
Grants and Purchasing Department

Nondiscrimination Against Firearms Entities/Trade Associations.

The contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and the Contractor shall not discriminate during the term of the contract against a firearm entity or firearm trade association. This section shall be construed in accordance with HB 356, Ch. 193, Mont. L. 2023.

Verification of Nondiscrimination Against Firearms Entities/Trade Associations.

1. By selecting 'Yes,' the Contractor certifies and affirms:
    a. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this contract; and
    b. Contractor will not discriminate against a firearm entity or firearm trade association during the term of this contract.
2. By selecting 'No', the Contractor certifies and affirms that the Contractor is unable to make both of the certifications in part 1, during the anticipated term of the contract.

The contractor's certification is made in compliance with and in reference to HB 356, Ch. 193, Mont. L. 2023 (HB 356) and the terms defined therein. If the Contractor determines the provisions of HB 356 do not apply to the contract, the Contractor shall submit a statement setting forth in detail the basis for such determination.

☒Yes. I confirm that we do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.

☐No. I cannot confirm.

Signed: DocuSigned by:

55DAEBB131A4424...

Date:

4/1/2024 | 2:53 PM MST

COMPETITIVE PROCUREMENT EXEMPTION REQUEST

The Lewis and Clark County Purchasing Policy allows certain transactions to be exempt from the competitive procurement process. For certain exemptions, at the discretion of the Chief Administrative Officer, the Department Director shall request authorization of such purchases in order to ensure that the exemption qualifies under the Purchasing Policy.

To be completed by the Department:

1. Name of product(s)/service(s):

   Taser Contract

2. Name of vendor(s):

   Axon

3. Amount of purchase:

   $404,381.37

4. Date of purchase:

   TBD pending legal review

5. Justification for exemption:

   Transactions authorized by Interlocal Agreement.

6. Authorization (provide signatures below):

Leo C. Dutton
Elected Official/Department Director

03/18/2024
Date

Purchasing Officer

3/25/24
Date

Roger Baltz
Chief Administrative Officer

3-26-24
Date

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

Q-548893-45364.866AL

Issued: 03/13/2024

Quote Expiration: 02/29/2024

Estimated Contract Start Date: 08/01/2024

Account Number: 109671

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Lewis and Clark County Sheriff's Office - MT 406 Fuller Ave Helena, MT 59601-5092 USA	Lewis and Clark County Sheriff's Office - MT 406 Fuller Ave Helena MT 59601-5092 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Anna Laumann Phone: Email: alaumann@axon.com Fax:	Matt Reighard Phone: 4064478204 Email: mreighard@lccountymt.gov Fax: (406) 449-8452

Quote Summary

Program Length	60 Months
TOTAL COST	$404,381.37
ESTIMATED TOTAL W/ TAX	$404,381.37

Discount Summary

Average Savings Per Year	$16,081.40
TOTAL SAVINGS	$80,407.00

Payment Summary

Date	Subtotal	Tax	Total
Jul 2024	$80,876.29	$0.00	$80,876.29
Jul 2025	$80,876.27	$0.00	$80,876.27
Jul 2026	$80,876.27	$0.00	$80,876.27
Jul 2027	$80,876.27	$0.00	$80,876.27
Jul 2028	$80,876.27	$0.00	$80,876.27
Total	**$404,381.37**	**$0.00**	**$404,381.37**

Quote Unbundled Price:	**$484,788.37**
Quote List Price:	**$416,991.37**
Quote Subtotal:	**$404,381.37**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	60	60	$93.67	$81.24	$81.24	$292,464.00	$0.00	$292,464.00
C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	65	60	$34.08	$28.17	$28.17	$109,863.00	$0.00	$109,863.00
A la Carte Hardware									
100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	15			$83.20	$0.00	$0.00	$0.00	$0.00
100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	55			$83.20	$0.00	$0.00	$0.00	$0.00
74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1			$1,689.32	$1,689.32	$1,689.32	$0.00	$1,689.32
A la Carte Services									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,786.00	$0.00	$0.00	$0.00	$0.00
A la Carte Warranties									
80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	49		$7.45	$7.45	$365.05	$0.00	$365.05
Total							**$404,381.37**	**$0.00**	**$404,381.37**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	60	2	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	60	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	2	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	360	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	60	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	60	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	11	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	650	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	390	1	07/01/2024
A la Carte	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	15	1	07/01/2024
A la Carte	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	55	1	07/01/2024
A la Carte	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	07/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	200	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	520	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	07/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	07/01/2026
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	190	1	07/01/2026
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	520	1	07/01/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	200	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	520	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	190	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	520	1	07/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	60	08/01/2024	07/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	60	08/01/2024	07/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	08/01/2024	07/31/2029
BUNDLE - TASER 10 CERTIFICATION ADD-ON	101180	AXON TASER - DATA SCIENCE PROGRAM	65	08/01/2024	07/31/2029
BUNDLE - TASER 10 CERTIFICATION ADD-ON	20248	AXON TASER - EVIDENCE.COM LICENSE	65	08/01/2024	07/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	60
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	65
BUNDLE - TASER 10 CERTIFICATION ADD-ON	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	60	07/01/2025	07/31/2029
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	07/01/2025	07/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	60	07/01/2025	07/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	2	07/01/2025	07/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	11	07/01/2025	07/31/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	07/01/2025	07/31/2029
A la Carte	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	07/01/2025	07/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	406 Fuller Ave	Helena	MT	59601-5092	USA
2	406 Fuller Ave	Helena	MT	59601-5092	USA

Payment Details

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	15	$0.00	$0.00	$0.00
Year 1	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	55	$0.00	$0.00	$0.00
Year 1	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	$337.86	$0.00	$337.86
Year 1	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	$73.01	$0.00	$73.01
Year 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	60	$58,492.82	$0.00	$58,492.82
Year 1	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	65	$21,972.60	$0.00	$21,972.60
Total				**$80,876.29**	**$0.00**	**$80,876.29**

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	15	$0.00	$0.00	$0.00
Year 2	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	55	$0.00	$0.00	$0.00
Year 2	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	$337.86	$0.00	$337.86
Year 2	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	$73.01	$0.00	$73.01
Year 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	60	$58,492.80	$0.00	$58,492.80
Year 2	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	65	$21,972.60	$0.00	$21,972.60
Total				**$80,876.27**	**$0.00**	**$80,876.27**

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	15	$0.00	$0.00	$0.00
Year 3	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	55	$0.00	$0.00	$0.00
Year 3	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	$337.86	$0.00	$337.86
Year 3	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	$73.01	$0.00	$73.01
Year 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	60	$58,492.80	$0.00	$58,492.80
Year 3	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	65	$21,972.60	$0.00	$21,972.60
Total				**$80,876.27**	**$0.00**	**$80,876.27**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	15	$0.00	$0.00	$0.00
Year 4	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	55	$0.00	$0.00	$0.00
Year 4	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	$337.86	$0.00	$337.86
Year 4	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	$73.01	$0.00	$73.01
Year 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	60	$58,492.80	$0.00	$58,492.80
Year 4	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	65	$21,972.60	$0.00	$21,972.60
Total				**$80,876.27**	**$0.00**	**$80,876.27**

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	15	$0.00	$0.00	$0.00
Year 5	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	55	$0.00	$0.00	$0.00
Year 5	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	$337.86	$0.00	$337.86
Year 5	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	$73.01	$0.00	$73.01
Year 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	60	$58,492.80	$0.00	$58,492.80
Year 5	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	65	$21,972.60	$0.00	$21,972.60
Total				**$80,876.27**	**$0.00**	**$80,876.27**

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

Contract Sourcewell CEW Contract #092722-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

3/13/2024

Grant Application to the United States Department of Justice. (Brian Robinson)

Presented By:

Summary:
The Commissioners will consider the grant application to the United States Department of Justice for the Law Enforcement Mental Health and Wellness Act (LEMHWA) in the amount of $200,000. There is no match requirement. The grant period begins October 1, 2024 through September 30, 2026.

Legal Review Required:

ATTACHMENTS:

Description	Type
Law Enforcement Mental Health Grant Pre Award	Attachment
Law Enforcement Mental Health Grant Solicitation	Attachment

U.S. Department of Justice
Office of Community Oriented Policing Services

Fact Sheet

cops.usdoj.gov

2024 Law Enforcement Mental Health and Wellness Act Program

Law Enforcement Mental Health and Wellness Act (LEMHWA) funds are used to improve the delivery of and access to mental health and wellness services for law enforcement through the implementation of peer support, training, family resources, suicide prevention, and other promising practices for wellness programs. The 2024 LEMHWA program will fund projects that develop knowledge, increase awareness of effective mental health and wellness strategies, increase the skills and abilities of law enforcement, and increase the number of law enforcement agencies and relevant stakeholders using peer support, training, family resources, suicide prevention, and other promising practices for wellness programs.

WHEN: Deadline for first part of application in Grants.gov is **April 24, 2024**, at 4:59 p.m. ET. Deadline for completed application in JustGrants is **April 30, 2024,** at 4:59 p.m. ET.

Start EARLY. The process takes more than one day.

WHERE:

1. Register online with www.sam.gov to obtain a Unique Entity Identifier (UEI) and www.grants.gov to complete the Grants.gov application package.
2. Complete the application in the JustGrants Justice Grants System.

HOW: Online only. No hard copies sent by U.S. Mail or electronic copies sent via email.

COPS Office Law Enforcement Mental Health and Wellness Act Program

The LEMHWA program has one open solicitation this year:

- Implementation Projects

Please see the Funding Provisions section on page 2 for an overview description of the solicitation. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

The COPS Office is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

Funding Provisions

Provisions include the following:

- The **LEMHWA Implementation Projects** solicitation aims to support law enforcement agencies seeking to implement new or enhance existing programs that offer training and/or services for officer mental health, peer mentoring, suicide prevention, stress reduction, and police officer family services. Proposed projects may serve one agency, a consortium of agencies, or personnel from agencies located within a county or state. This solicitation is open to local, state, tribal, and territorial law enforcement agencies that have primary law enforcement authority for their jurisdiction.

Proposals should be responsive to the solicitation and identify specific program goals that will be directly accomplished if awarded LEMHWA funding. Detailed descriptions of eligibility and additional information are available in the solicitation guide.

There is up to $9.8 million in funding available through the LEMHWA Implementation Projects solicitation. Awards made under this solicitation are two years (24 months) in length. There is no local match.

How to Apply

Applicants are first required to register online with www.sam.gov to obtain their Unique Entity Identifier and www.grants.gov to complete the Grants.gov application package. Deadline to complete this step is **April 24, 2024**. After submitting the Grants.gov application, applicants will receive an email with instructions on completing the second part of the LEMHWA application through JustGrants.

Complete application packages for the FY 2024 LEMHWA solicitation are due by **April 30, 2024,** at 4:59 p.m. ET. Before submitting your application, please review the LEMHWA Solicitation Guide. Applications in hard or electronic format sent via email or U.S. Mail will not be accepted.

Please note: the COPS Office requires two authorized representatives (Law Enforcement Executive/Program Official and Government Executive/Financial Official) for its grant applications. Confirm your two authorized representatives complete the steps to create their accounts. If they do not, the delay may prevent timely submission of your application.

Contact the COPS Office

For more information about COPS Office programs and resources, please call the COPS Office Response Center at 800-421-6770 or visit the COPS Office website at https://cops.usdoj.gov.

OMB No. 1103-0098

Approval Expires 4/30/2024

U.S. Department of Justice

Office of Community Oriented Policing Services

FY24 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects

Assistance Listing #:	16.710
Grants.gov Opportunity Number:	O-COPS-2024-171975
Solicitation Release Date:	02/28/2024 1:00 PM
Grants.gov Deadline:	04/24/2024 4:59 PM
Application JustGrants Deadline:	04/30/2024 4:59 PM

Overview

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, https://cops.usdoj.gov) is pleased to announce that it is seeking applications for funding for the FY24 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects. LEMHWA funds are used to improve the delivery of and access to mental health and wellness services for law enforcement officers through the implementation of peer support, training, family resources, suicide prevention, and other promising practices for wellness programs.

The COPS Office welcomes applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any other entities carrying out the federal award must be identified as proposed subrecipients. The applicant must be the entity that would have primary responsibility for carrying out the awards, including administering the funding, managing the entire project and monitoring compliance.

Existing LEMHWA awardees are eligible to apply but new applications should not be considered as continuation funding for current or past projects. Proposed work must not duplicate existing project activities but can expand on existing efforts.

The terms and conditions of the federal award are also applicable to subrecipients. Please note the distinction between a subaward that creates a financial assistance relationship to carry out a portion of the federal award and a contract that creates a procurement relationship for the purchase of goods and services needed under the federal award. To assist in making subrecipient and contractor determinations, please refer to the guidance in 2 C.F.R. § 200.331.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Eligibility

Eligibility for the FY24 LEMHWA Implementation Projects is limited to state, local, tribal, and territorial law enforcement agencies.

Contact Information

Agency Contact Description

Applications must be submitted through both Grants.gov and the JustGrants system.

For technical assistance with submitting the Application for Federal Assistance, Standard Form 424 (SF-424), please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov or consult the Grants.gov Organization Applicant User Guide. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175. JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at https://justicegrants.usdoj.gov/training-resources.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

Submission Information

Registration: To submit an application, all applicants must be registered in SAM.gov with a Unique Entity Identifier (UEI) number and be registered in Grants.gov.

Submission: Completing an application is a two-step process:

1. Applicants are first required to register via https://www.grants.gov, complete the SF-424 form and if applicable the Disclosure of Lobbying Activities, Standard Form - LLL (SF-LLL), and submit it through the Grants.gov website.
2. Once the SF-424 and SF-LLL have been submitted via Grants.gov, the applicant will complete the full application including survey questions and provide attachments in JustGrants.

An application is not considered submitted until both of these steps are completed. For more information about registration and submission, see the "How to Apply" section of this solicitation.

All guidance for this program is contained in this Solicitation and can also be found at https:// cops.usdoj.gov/lemhwa. In addition to this Solicitation, the COPS Office "How to Apply" web page, http://cops.usdoj.gov/how-to-apply, provides additional resources to help guide applicants through the process.

The complete application package (this solicitation, including links to additional documents) is available on Grants.gov and on the COPS Office website, https://cops.usdoj.gov.

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Program Description

The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Office has been appropriated more than $20 billion to advance community policing, including grants awarded to more than 13,000 state, local and tribal law enforcement agencies to fund the hiring and redeployment of more than 136,000 officers. COPS Office information resources, covering a wide range of community policing topics such as school and campus safety, violent crime, and officer safety and wellness, can be downloaded via the COPS Office's home page, https://cops.usdoj.gov.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as violent crime, nonviolent crime, and fear of crime. To read an overview of the principles of community policing, please see the COPS Office publication Community Policing Defined.

The COPS Office FY24 LEMHWA Implementation Projects provide funding to state, local, tribal, and territorial law enforcement agencies.

The COPS Office is committed to advancing work that promotes civil rights and equity, increases access to justice, supports victims of crime and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the communities that they serve.

Statutory Authority

The COPS Program is authorized under the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Program-Specific Information

- This program is authorized under the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.
- All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

- For all identified deliverables, the applicant should adhere to the COPS Office Editorial and Style Manual. For projects that propose site-specific work, letters of support from the targeted agencies are strongly encouraged.

With any programmatic questions, please contact the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

Program Goals

Under this solicitation, the COPS Office seeks to support projects that allow for the identification and expansion of promising practices and produces knowledge products that follow the principles of good guidance:

- Quality-driven, with an emphasis on action statements to drive promising practices and reduce variations in performance.
- Evidence-based, with recommendations that are consistent with the weight of the best available evidence identified through systematic review.
- Accessible, with clear language and manageable lengths that are appropriate and relevant for the law enforcement field.
- Memorable, to encourage immediate actions or aid for the complex situations law enforcement professionals face.

To read an overview of the principles of community policing, please see the COPS Office publication Community Policing Defined.

Applicants should also consider the COPS Office performance measures when developing their own specific project goals and activities, which can be found in the "Performance Measures" section of this application.

FY24 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects

Background

Law Enforcement Mental Health and Wellness Act (LEMHWA) program funds are used to improve the delivery of and access to mental health and wellness services for law enforcement officers and their families through the implementation of peer support, training, family resources, suicide prevention, and other promising practices for wellness programs.

Good mental and psychological health is just as essential as good physical health for law enforcement officers to be effective in keeping our communities safe from crime and violence. The Law Enforcement Mental Health and Wellness Act (LEMHWA) program supports efforts to protect the mental health and

well-being of law enforcement officers and deputies. Unfortunately, the stress of officers' work and the stigma often associated with seeking assistance for emotional and mental health issues have led to negative consequences such as divorce, alcoholism, injury, and even an increase in suicides for officers across the country.

The LEMHWA Implementation Projects topic area aims to support state, local, tribal, or territorial law enforcement agencies seeking to implement new or enhance existing programs that offer training and services on officer emotional and mental health, peer mentoring, suicide prevention, stress reduction, and support services for officers and their families. The COPS Office encourages small, rural, tribal, and regional coalitions of agencies to apply for LEMHWA funding to improve their wellness efforts—for example, initiatives such as establishing a joint or regional Peer Support program or conducting regional training. Proposed projects may serve one agency, a consortium of agencies, or personnel from agencies located within a county or state.

Requirements

The primary goal is to support new or enhanced programs that will that offer training and services on officer emotional and mental health, peer mentoring, suicide prevention, stress reduction, and police officer family services in state, local tribal, or territorial law enforcement agencies. Applicants are strongly encouraged to refer to both the LEMHWA Report to Congress and the accompanying Eleven Case Studies for ideas in what will assist them in designing new or enhanced programs in support of wellness and resiliency in their agency. Programs must focus on providing training, programming, and support services in law enforcement emotional and mental health, including such things as suicide prevention, peer mentoring, clinical support, and family support services. Programs may also serve agency civilian staff, such as crime scene technicians, dispatchers, and others who may regularly experience some of the same trauma exposure.

The application answers should address the following objectives:

- How the proposed program activities will support wellness in the agency(ies) served
- The intended service area and size of the program (e.g., one agency, more than one agency)
- The privacy protections that will be put in place for anyone using the support services
- Reported outcomes of the program activities
- Development of deliverable that can be distributed by the COPS Office to the law enforcement field to share knowledge and experience (e.g., a COPS Office publication, a *Dispatch* article, an episode of *The Beat* podcast, model policies, or tools and templates) Please note: This is a new requirement for awardees that were funded in either of the past two grant funding cycles (2022 or 2023)
- Travel to a regional or national conference related to law enforcement mental health and wellness

Deliverables

The primary deliverable of these awards will be the provision of training, programming, and support services focused on officer emotional and mental health, including suicide prevention efforts, peer support, clinical and family support services for the applicant agencies. Agencies funded in either of the past two grant funding cycles (2022 or 2023) seeking FY24 LEMHWA funding will be required to develop deliverables that document the applicants' efforts, lessons learned, and promising practices and can be shared with the broader law enforcement field. These deliverables can be *Community Policing Dispatch* articles, conference presentations, webinars, brief reports, podcasts, templates, sample policies and other tools that benefits other law enforcement agencies.

Applicants will also have the opportunity to participate in a community of practice with other award recipients to promote the exchange of promising practices and help the COPS Office share ideas and lessons learned with the broader field.

Projects out of scope

- Applicants that are not state, local, tribal, or territorial law enforcement agencies will not be considered.
- Projects that do not develop or enhance training, programming, and support services focused on officer emotional and mental health, suicide prevention, and peer and officer family support services will not be considered.
- Projects that exclusively seek to purchase technology, software/mobile applications, or equipment without offering broader training, programming, or services to support those tools will not be considered.
- Projects that focus solely on health screenings or fitness programs will not be considered.

Federal Award Information: Awards, Amounts and Durations

Anticipated Number of Awards

47 awards

Anticipated Maximum Dollar Amount of Awards

$200,000.00 per award

Period of Performance Start Date

01 October 2024

Period of Performance Duration (months)

24 months

Anticipated Total Amount to be Awarded under Solicitation

$9,800,000.00

Federal Award Information

Depending on the quality of applications received and the availability of funding, the COPS Office may not fund every topic or subcategory or may make additional or larger awards under one or more topic area or subcategory. In addition, the COPS Office reserves the right to revise the scope of the project in an application submission and modify the associated budget proposal accordingly.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. With limited funding, the COPS Office expects a competitive solicitation.

Length of Award

The COPS Office expects to make the project period for all awards 24 months.

Type of Award

The COPS Office will make all awards from the LEMHWA solicitation in the form of grants, which does not provide for substantial involvement between the federal awarding agency and the nonfederal entity in carrying out the activity contemplated by the federal award. Grant recipients will be responsible for day-to-day project management and may reach out to the COPS Office with assistance in implementing the award. However, grant recipients will need to work with the COPS Office program manager in situations stated in the terms and conditions, such as scope changes, extensions, or conference request approvals.

Cost Sharing or Match

There is no requirement for cost sharing or a local match for these awards.

Eligibility Information

Eligibility is limited to state, local, tribal, or territorial law enforcement agencies.

Application and Submission Information

The complete application package (this solicitation, including links to additional documents) is available on Grants.gov and on the COPS Office website https://cops.usdoj.gov/.

Completing an application under this program is a two-step process. Applicants must first register via https://www.grants.gov and complete an Application for Federal Assistance, Standard Form 424 (SF-424), the government-wide standard application form for federal assistance and the of Lobbying Activities, Standard Form - LLL (SF-LLL). The remainder of the application will be completed through the JustGrants System at https://justicegrants.usdoj.gov/.

Applicants are strongly recommended to register immediately on https://www.grants.gov. Any delays in registering with Grants.gov or submitting the SF-424 may result in insufficient time for processing your application through JustGrants.

No other form of application will be accepted. Applications with errors or missing information may be disqualified or rated accordingly. Please note that the application system will not accept incomplete applications or applications with errors.

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the Grants.gov Organization Applicant User Guide. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175. JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at https://justicegrants.usdoj.gov/training-resources.

For programmatic assistance with the requirements of this program, please contact the COPS Office Response Center at AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

Content and Form of Application

This section describes in detail what an application must include. Failure to submit an application that contains all of the specified elements may negatively affect the review of its application; and should a decision be made to make an award, such failure may result in the inclusion of award conditions that prevent the recipient from accessing or using award funds until the recipient satisfies the special conditions and the COPS Office makes the funds available. Applicants must comply with any word and field limit requirements described in this solicitation.

Moreover, applicants should anticipate that an application that the COPS Office determines does not address the scope of the solicitation or does not include the application elements that the COPS Office has designated to be critical will neither proceed to peer review nor receive further consideration. For this solicitation, the COPS Office has designated the following application elements as mandatory:

- Proposal Abstract (must be brief high-level project description that summarizes the proposed project; limit abstract to 5–6 sentences)
- Application Questions (must respond to the application questions under the "Data Requested with Application" section. Please be advised there is a 250-word count limit for survey responses. (Note: review panels will not read any information past the 250-word count limit. Any information provided beyond the word limit will not be counted in your application.)
- Budget Narrative (must be submitted as an attachment in the “Budget/Financial Attachments” section)
- Budget Detail Worksheets (must use the web-based forms in “Budget and Associated Documentation” section)
- Timeline of project deliverables, milestones, activities and who will complete the activities. (must be submitted as an attachment in the "Additional Application Components" section)
- Résumés/Curricula Vitae of Key Personnel (must be submitted as an attachment in the “Additional Application Components” section)
- Letters of support, if applicable (must be submitted as an attachment in the “Additional Application Components” section - **Optional**

Completing the Application for Federal Assistance (SF-424) and the Disclosure of Lobbying (SF-LLL) in Grants.gov

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information under discretionary programs. Applicants must complete and submit the SF-424 via https://www.grants.gov using the information provided on that site. Public reporting burden for this collection of information is estimated to average 60 minutes per response including time for reviewing instructions, searching existing data sources, gathering, and maintaining required data as well as completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, D.C. 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SUBMIT IT ONLINE VIA GRANTS.GOV.

Intergovernmental Review

Note: Intergovernmental Review (SF-424 Question 19): This solicitation is subject to Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs. Applicants must check the Office of Management and Budget's website for the names and addresses of Single Points of Contact (SPOC) under Intergovernmental Review: https://www.whitehouse.gov/wp-content/uploads/2023/06/SPOC-list-as-of-2023.pdf. If the applicant's state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, such applicant is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the following response: "Program is subject to E.O. 12372 but has not been selected by the state for review."

Disclosure of Lobbying Activities

All applicants must complete and submit the Disclosure of Lobbying Activities (SF-LLL) form in Grants.gov. Applicants that do not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields. Applicants that expend any funds for lobbying activities must provide the information requested on the SF-LLL.

Once the SF-424 and SF-LLL have been submitted via Grants.gov, an email will be sent to the entity's E-Business Point of Contact (E-Biz POC) (also referred to as the JustGrants Entity Administrator) from **DIAMD-NoReply@usdoj.gov**. This email will contain registration instructions to create an account in DOJ's secure user management system, the Digital Identity and Access Management Directory (DIAMD), or instructions on how to complete the second part of the online application through the JustGrants website.

Standard Applicant Information

Applicants must complete the web-based form in JustGrants, which is pre-populated with the SF-424 data submitted in Grants.gov. Applicants are required to confirm the two Authorized Representatives, verify the legal name, address, and enter the ZIP code(s) for the areas affected by the project. For statewide or nationwide projects, the applicant should enter "State" or "National" in this field.

In order for applicants to complete this section, the two Authorized Representatives must have established accounts in JustGrants after the Grants.gov portion of the application is submitted. **Please note: Users assigned as Authorized Representatives must log in into the JustGrants system to activate their account. Users will not be visible in JustGrants until they have successfully logged into JustGrants.**

The Authorized Representatives are officials who have ultimate and final responsibility for all programmatic and financial decisions regarding this COPS Office application as representatives of your agency, as the legal recipient.

For guidance on who should be assigned as Authorized Representatives, please see below:

For law enforcement agencies, COPS Office awards require that both the top law enforcement executive (e.g., chief of police, sheriff, or equivalent) and the top government executive (e.g., mayor, board chairman, or equivalent) sign the application, and (if awarded funding) accept the award package. Both the top law enforcement executive and the top government executive must be assigned the role of Authorized Representative in Just Grants.

For non–law enforcement agencies, (institutions of higher education, school districts, private organizations, etc.), COPS Office awards require that both the programmatic official (e.g., executive director, chief executive officer, or equivalent) and financial official (e.g., chief financial officer, treasurer, or equivalent) sign the application, and (if awarded funding) accept the award package. These two officials must have the ultimate signatory authority to sign contracts on behalf of your organization. Both the programmatic official and the financial official must be assigned the role of Authorized Representative in Just Grants.

Please note that nonexecutive positions (e.g., clerks, trustees) are not acceptable Authorized Representatives.

For further assistance with accessing JustGrants, please visit the JustGrants website. For further assistance with submitting an application in JustGrants, please visit the JustGrants Training web page.

Proposal Abstract

Applicants are required to write and submit a proposal abstract, which should be a brief high-level project description that summarizes the proposed project 5–6 sentences. Project abstracts should explain to the reader about the projects' purpose, scope, activities, and key partners, if applicable. An abstract should be coherent, concise, and able to stand alone as a summary of the project. You should write your project abstract for a general public audience without any personally identifiable or law enforcement sensitive information as this abstract, along with other federal award information, may be published on publicly available governmentwide websites.

The abstract, which is to be entered into a text box in JustGrants, will not be scored but is used throughout the review process.

Data Requested with Application

Please refer to the following steps to help guide you through initiating, completing, modifying, and obtaining the status of solicitation surveys in the JustGrants system:

- To **initiate** a survey, please click on the **survey title** to open.
- When you have **completed** the survey, please click the **"Finish"** button on the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.

- To go back to the initial **list of surveys**, go to the **"Actions"** menu at the top right corner of the screen and select **"Close"** to exit the survey review screen. The survey you just completed will still display an **"Open"** status.
- To **confirm the completed status** of your survey, go back to the **"Actions"** menu and select "**Refresh."** The status of your completed survey will change to **"Resolved-Completed."**
- If you would like to **verify** the survey responses of a completed survey, you may click the **survey title** to reopen the selected survey and **view** your saved responses.
- If you would like to **change and/or update** the survey responses of a completed survey, you may click the **"Re-open"** option to **update** your saved responses.
- Remember, to **confirm the status** of a completed survey, you will need to click the **"Actions"** menu and **"Refresh."**

A copy of the survey questions required for this solicitation can be found at https:// cops.usdoj.gov/lemhwa.

Budget and Associated Documentation

Applicants must complete the web-based budget sheets in JustGrants and attach a separate budget narrative in the "Budget/Financial Attachments" section. The organization must create and attach a budget narrative that describes each item requested or group of similar items requested and links each item or group of items to the proposed project. All items will be reviewed on a case-by-case basis and in context of the allowable and unallowable costs lists.

Applicants must submit reasonable budgets based on the resources needed to implement their proposed projects. The budget should display a clear link between the specific project activities and the proposed budget items. It should not contain any items that are not detailed in the applicant's application questions.

The separate budget narrative should thoroughly and clearly describe every category of expense listed in the budget detail worksheets contained in this application. The COPS Office expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).

An applicant should demonstrate in its separate budget narrative how it will maximize cost effectiveness of award expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality. Consideration will be given to budget proposals that maximize the direct funding that supports project activities.

The budget narrative should be mathematically sound and correspond clearly with the information provided in the budget detail worksheets. The narrative should explain how the applicant estimated and calculated all costs and how those costs are necessary to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. The budget should describe costs by year and should cover the full project period of two years.

In some circumstances, the budget and budget narrative will be reviewed separately from the applicant's s application questions. Therefore, it is very important that the budget narrative be as comprehensive as possible and describe in a narrative format each line item requested in the budget. The budget narrative should not be used to explain deliverables or project activities that are not included in the applicant's application questions.

Deliverables and activities that are solely listed in the budget narrative and not described in the applicant's application questions (and vice versa) will be scored negatively during the peer review process.

Applicants should submit projects that are scalable where appropriate. Note that the COPS Office may reduce funding for selected projects based on the number of awards selected. The COPS Office may revise the proposed scope and modify the associated budget proposal accordingly.

Each requested budget item must be allowable, necessary, allocable, and reasonable to the project activities.

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the federal award. Requests for reimbursement of items purchased or expenses incurred prior to the award start date will not be funded. All such costs incurred prior to award and prior to approval of the costs are incurred at the sole risk of the applicant. **NOTE: For awards made to states or units of local government (including law enforcement agencies), requests may be made only for items or positions that are not otherwise budgeted with state, local, or Bureau of Indian Affairs (BIA) funds and would not be funded in the absence of this COPS Office award (see award condition IV, "Nonsupplanting requirement").**

For-profit organizations (as well as other recipients) must forgo any profit or management fee.

Each of the categories that follows includes definitions as well as information on frequent requests as well as typically allowable and unallowable costs. The unallowable lists are not exhaustive and are generally considered unallowable for the entire solicitation, irrespective of where the applicant adds the requested item in the budget. **The COPS Office reserves the right to deny funding for any items that may not be included in this solicitation.**

The COPS Office is providing a template for the budget narrative that can be used as a voluntary tool to assist your organization in developing this required document. You will be able to access the template (Microsoft Word document) in the FY24 Resource Guide for Community Policing Advancement (CPA) Programs located at How to Apply web page. Note that instructions in the template are provided in

italics. If you choose to use this template, please make sure to delete the instructions before submitting. In addition, the COPS Office is providing an example budget narrative, which can also be found in the FY24 Resource Guide for Community Policing Advancement (CPA) Programs.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as "[Applicant]. Budget Narrative."

Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats.

Budget Worksheet and Budget Narrative (Web-based Form)

Budget requests may be made in the following categories:

- Civilian personnel (base salary and fringe benefits)
- Travel
- Equipment
- Supplies
- Sub-awards
- Procurement contracts
- Other costs
- Indirect costs

Allowable Costs

All items requested will be considered on a case-by-case basis during the budget review process. Items under the program must be purchased using the guidelines established by the appropriations legislation that governs this funding. In addition, each item requested must programmatically link to the activities described in your application. To the extent permitted by law and practicable under a federal award, recipients and subrecipients must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. See 2 C.F.R. § 200.322.

For each request, applicants must complete the web-based budget form. The cost should be broken down to the lowest form.

The "additional narrative" section should be used to describe and justify why the item is necessary for the success of the project. Provide any additional calculations that make up the base cost.

Allowable Civilian Personnel

For Civilian/non-sworn positions

Salaries of personnel are costs based on the percentage of time spent (full time equivalent [FTE]) working directly on the project. The total salary percentage should be comparable and consistent with organizational policy. The total amount paid is comparable to industry standards and the type of work being performed.

A recipient may not use federal funds to pay total cash compensation to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the Federal Government's Senior Executive Service (SES) at an organization with a Certified SES Performance Appraisal System for that year. The salary table for SES employees is available at the Office of Personnel Management website: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/. Note: A recipient may compensate an employee at a greater rate, provided the amount in excess of this compensation limitation is paid with nonfederal funds. (Nonfederal funds used for any such additional compensation will not be considered matching funds.) If only a portion of an employee's time is charged to a COPS Office award, the maximum allowable compensation is equal to the percentage of time worked times the maximum salary limitation.

For each civilian personnel request, applicants must complete the web-based form. If the individual will be working more than one year on the project, applicants will have the option to copy a year.

The "additional narrative" section should be used to describe the employee's roles, responsibilities, and activities related to the work to be completed on the project. If the salary increases from one budget year to another because of cost of living increases, be sure to detail these increases in the budget description.

Additional documentation that may need to be uploaded in the "Budget/Financial Attachments" section includes the following:

- Job description
- Organizational pay scales or written annual salary per position
- Résumés/vitae

Completing civilian base salary

If you are not requesting any civilian base salary, move to the next section.

Allowable Fringe Benefits

For Civilian/non-sworn positions

Fringe benefits are allowances and services provided by the organization to its employees as compensation in addition to regular salary. Fringe benefits should be based on actual known costs or an established formula. Typical fringe benefits include the following:

- Federal Insurance Contributions Act (FICA) taxes—includes Social Security and Medicare and cannot exceed 7.65 percent (6.2 and 1.45 percent respectively)
- Health insurance—individual or family
- Life insurance
- Vacation
- Sick leave
- Retirement
- State unemployment compensation insurance
- Federal unemployment tax
- Worker's Compensation insurance
- Other fringe benefits may include holidays, military leave, bereavement leave, sabbatical leave, severance pay, jury duty, state disability insurance, pension plan, 401(k) plan

Applicants will need to provide the appropriate percentage for each fringe benefit that the individual is allocated per the employee benefits. Note, the system will not allow more than 6.2% for Social Security and 1.45% for Medicare.

Additional documentation that may need to be uploaded in the "Budget/Financial Attachments" section includes the following:

- Written organization policies regarding fringe benefits
- Organizational fringe rate agreement

Completing fringe benefits

If you are not requesting any civilian base salary, move to the next section.

Allowable Travel

Travel costs include the costs of transportation, lodging, meals, temporary dependent care, and incidental expenses incurred by personnel while on official business, such as attendance at an award-related meeting or conference when travel is further than 50 miles from program location. Travel and

subsistence estimates are based on the contemplated number of trips, places to be visited, length of stay, transportation costs, subsistence allowances, and the recipient's own travel policies. For additional guidance, please see the Uniform Guidance 2 C.F.R. § 200.475.

When charging travel costs to federal awards, award recipients must indicate the source of travel policies applied (applicant or federal travel regulations). If a recipient does not have a written travel policy, it must adhere to the Federal Travel Regulations (FTR). For information on the FTR and U.S. Government General Service Administration (GSA) per diem rates by geographic area, please visit https://www.gsa.gov/travel/plan-book/per-diem-rates. For all applicants (with or without a written travel policy), airfare travel costs must be one of the following: the lowest discount commercial airfare, standard coach airfare, or the Federal Government contract airfare (if authorized and available).

Temporary dependent care costs above and beyond regular dependent care that directly results from conference travels are allowable as long as the costs incurred (1) are a direct result of the individual's travel for the federal award; (2) are consistent with the recipient's documented travel policy for all entity travel; and (3) are only temporary during the travel period.

The only individuals traveling who should be charged in this section are those listed in "Civilian personnel." All other individuals traveling for the project, including participant and consultant travel, should be listed under "Sub-awards" or "Procurement Contracts." This section should also include any training costs for the primary applicant, all other training costs should be listed under "Sub-Awards," "Procurement Contracts," or "Other Costs" as appropriate.

For each travel request, applicants must complete the web-based form. Each trip should be entered as an individual entry rather than a group of trips.

The "additional narrative" section should be used to describe the purpose of the trip, proposed destination, trip duration by day/night, and list of individuals traveling as well as a detailed cost breakdown for each travel category (lodging, per diem, etc.). The cost breakdown should include

- mode of transportation and proposed fare per trip (airfare, train, etc.) broken down by day;
- mileage allowances if private vehicle will be used;
- per diem rates for the destination per day (including full per diem and travel day per diem);
- lodging costs per night;
- transportation fees per day;
- parking fees per day.

Additional documentation that may need to be uploaded in the "Budget/Financial Attachments" section includes the following:

- Organizational travel policy

Completing Travel

If you are not requesting any travel, training, or conferences, move to the next section.

Allowable Equipment

Necessary equipment must be specifically purchased to implement or enhance the proposed project. Equipment is tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds $5,000. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in "Procurement Contracts."

All equipment items must be clearly linked to the enhancement or implementation of the project. For each equipment request, applicants must complete the web-based form.

The "additional narrative" section should be used to describe the type of equipment with a description and justification explaining why the equipment is necessary for the success of the project. The description should provide any additional calculations that make up the base cost and the justification should explain that this equipment is not available or accessible to project personnel without specifically purchasing through this award.

Additional documentation that may need to be uploaded in the "Budget/Financial Attachments" section includes the following:

- Narrative of the procurement method
- Sole Source Justification (see the Sole Source Justification fact sheet for further guidance)

Completing Equipment

If you are not requesting any equipment move to the next section.

Allowable Supplies

Supplies means all tangible personal property other than those items described under "Equipment." Supplies costs consist of those incurred for purchased goods and fabricated parts directly related to an award proposal. Supplies differ from equipment in that they are consumable, expendable, and of a relatively low unit cost, defined as less than $5,000 per unit. Such costs may include paper, printer ink, pens, pencils, laptops, etc. A computing device is a supply if the acquisition cost is less than $5,000, regardless of the length of its useful life.

For broad category requests (such as "office supplies"), explanation for project amounts should be provided with calculations. Broad grouping of items under supplies will be limited to $50 per month; otherwise items must be individually captured and justified in the budget request.

For any training awards, the COPS Office allows the purchase of flash drives or USB devices to distribute training materials with approval prior to purchasing.

All supply items must be clearly linked to the enhancement or implementation of the project. Examples of such items may include the following:

- Books
- Computers/laptops
- General office supplies
- Peer support team identification (name badges, pins, lanyards, etc.)
- Training manuals/ materials
- Wellness on-the-go bags

For each supply request, applicants must complete the web-based form. The cost should be broken down to the lowest form; therefore, if you are requesting $50 per month for office supplies, the calculation should be 12 x $50 and not 1 x $600.

The "additional narrative" section should be used to describe and justify why the supplies are necessary for the success of the project. Provide any additional calculations that make up the base cost.

Completing Supplies

If you are not requesting any supplies, move to the next section.

Allowable Sub-awards

The applicant should distinguish clearly between sub-awards and procurement contracts in allocating any funds to other entities. Pursuant to 2 C.F.R. § 200.1, a sub-award is for the purpose of carrying out a portion of the federal award, and a contract is for the purpose of purchasing goods and services needed to carry out the program or project under the federal award. The substance of the relationship is more important than the form of the agreement in determining whether the recipient of the pass- through funds is a subrecipient or a contractor. The same allowable and unallowable costs that apply to the federal award apply to sub-awards.

Any recipient of an award will be responsible for monitoring sub-awards and contracts in accordance with all applicable statutes, regulations, and guidelines. Primary recipients will be responsible for oversight of subrecipient spending and monitoring specific performance measures and outcomes attributable to the use of COPS Office funds. The recipient will ensure that the award terms and conditions flow down to its subrecipients including all applicable uniform administrative requirements, cost principles, and audit requirements. The recipient will also ensure that subrecipients maintain effective control and accountability over all funds, property, and other assets covered by subawards and that each subrecipient establishes and uses internal fiscal and program management procedures sufficient to prevent fraud, waste, or abuse.

Completing Sub-awards

If you are not requesting any sub-award costs, move to the next section.

Allowable Procurement Contracts

The applicant should distinguish clearly between sub-awards and procurement contracts in allocating any funds to other entities. Pursuant to 2 C.F.R. § 200.1, a sub-award is for the purpose of carrying out a portion of the federal award, and a contract is for the purpose of purchasing goods and services needed to carry out the program or project under the federal award. Contracts must directly contribute to the implementation or enhancement of the project. The substance of the relationship is more important than the form of the agreement in determining whether the recipient of the pass-through funds is a subrecipient or a contractor. The same allowable and unallowable costs that apply to the federal award apply to sub-awards. Keep in mind that the awarding and monitoring of contracts must follow documented procurement procedures, including full and open competition, pursuant to the procurement standards in 2 C.F.R. §§ 200.317– 200.327, and the issuance of sub-awards must meet the requirements of 2 C.F.R. § 200.331.

Consultant expenses include the procurement of goods or services that directly contribute to the implementation or enhancement of the project. The use of a consultant should be more economical than direct employment. Compensation for individual consultant services procured under a COPS Office award must be reasonable and allocable in accordance with Office of Management and Budget (OMB) cost principles, and consistent with that paid for similar services in the marketplace. The services should be commensurate with the rate or salary paid by the primary employer.

Unless otherwise approved by the COPS Office, independent consultant rates will be approved based on the salary a consultant receives from his or her primary employer, as applicable, up to $650 per day (or $81.25 per hour). Please note that this does not mean that the rate can or should be as high as $650 for all consultants. If individuals receive fringe benefits from their primary employer, such fringe benefit costs should not be included in the calculation of consultant rates. A consultant rate justification will need to be submitted for review and approval to the COPS Office for any consultants paid more than $650 per day prior to incurring any costs. Determinations of approval will be made on a case-by-case basis.

Consultant travel costs follow the same guidelines as “Travel” but should be costs associated with consultant travel. These costs should not be reflected in the “Civilian personnel” or “Travel” categories.

All sole source procurements of goods and services (those not awarded competitively) in excess of the simplified acquisition threshold amount (currently $250,000) require prior approval from the COPS Office.

All other consultant-related expenses should be included in this section such as supply and equipment requests. The same guidelines as previously stated in the above sections will apply.

All procurement contracts must be clearly linked to the enhancement or implementation of the project. Examples may include the following:

- Dietician/nutrition services
- Non-clinical therapeutic programming (services must be provided by a mental health professional)
- Yoga/mindfulness instruction
- Counseling / clinical services (for officers, non-sworn staff, families, and retirees; no sports psychologists or life coaches)
- Peer support services/training
- Suicide prevention services/training
- Stress reduction services/training
- Financial literacy services/training
- Retirement readiness services
- Guest speakers (mental health and wellness topic areas)

For each procurement contract request, applicants must complete the web-based form.

The "additional narrative" section should be used to describe and justify the product or services to be procured by sub-award including the nature and scope of goods purchased, price proposals, and length of contract. Procurement contract travel requests should follow the same guidance as the "travel" section. Provide any additional calculations that make up the base cost.

Additional documentation that may need to be uploaded in the "Budget/Financial Attachments" section includes the following:

- Consultant Rate Justification (see the Consultant Rate Justification fact sheet for further guidance)
- Consultant résumés/vitae
- Organizational travel policy
- Sole Source Justification (see the Sole Source Justification fact sheet for further guidance)

Completing Procurement Contracts

If you are not requesting any procurement contract costs, move to the next section.

Allowable Other Costs

Items not included in the previous categories but that have a direct correlation to the overall success of a recipient's project objectives and are necessary for the project to reach full implementation will be considered on a case-by-case basis by the COPS Office. Requests that may fall under the "other" category include:

- Rent (see next paragraph for more details)

Rental costs are generally allowable under this solicitation when the costs are not included in indirect costs. Applicants should list square footage cost in the budget. The amount must be based on the space that will be allocated to implement the COPS Office project, not the costs of the entire rental space.

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services, where appropriate. For additional information, see the "Civil Rights".

For applicants that anticipate using COPS Office funds to cover only a portion of a particular service they provide, the budget should prorate operational costs like rent and phone service accordingly.

Completing Other Costs

If you are not requesting any other costs, move to the next section.

Indirect Costs

Overview of indirect costs

Indirect costs means those costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to a particular project but necessary to the operation of the organization and the performance of the project.

Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries.

If a cognizant federal agency has approved your negotiated indirect cost rate, the negotiated rate must be accepted by all federal awarding agencies, unless otherwise capped by federal statute or regulation.

Indirect cost rates may vary depending on your cognizant federal agency determinations. In some cases, project budgets may include more than one rate, particularly when offsite activity is conducted at a location other than the organizations premises. Note: Ensure the indirect calculation is in accordance with your organization's indirect cost rate agreement.

Expired indirect cost rate agreement

If your indirect cost rate agreement has expired, you should either renegotiate the rate or request a one-time extension from your cognizant agency. The negotiated cost rate may be extended for up to four years. Once the cognizant federal agency has approved your extension, you must abide by the rate for the agreed-upon time period. No further negotiations regarding indirect cost rates may occur until the extension has expired. At the end of the extension period, you must then negotiate a new indirect cost rate.

De minimis indirect cost rate

If you do not have a current negotiated or provisional indirect cost rate, except for those nonfederal entities described in 2 C.F.R. Part 200, Appendix VII to Part 200, paragraph D.1.b., you may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) which may be used indefinitely. When using this method, cost must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Also, if this method is chosen, then it must be used consistently for all federal awards until such time as you choose to negotiate an indirect cost rate (which may be done at any time). No documentation is required to justify the 10 percent de minimis indirect cost rate. See 2 C.F.R. § 200.414(f).

If you elect to negotiate an indirect cost rate with your cognizant federal agency, a special condition will be added to the award prohibiting the obligation, expenditure, or drawdown of funds reimbursement for indirect costs until an indirect cost rate has been approved by your cognizant federal agency, and the appropriate notification has been made retiring the special condition.

For assistance with identifying the appropriate cognizant federal agency for indirect costs, please contact the OCFO Customer Service Center at 800-458-0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at https://www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf.

Exception: If you are a unit of local government in which the Office of Management and Budget (OMB) has not assigned a cognizant federal agency, then you are not required to submit your indirect cost proposal, unless the awarding agency requires a copy of the proposal. Please see the appropriate appendix section in 2 C.F.R. Part 200 as listed above.

Approval of indirect cost rates for subrecipients

As the direct recipient, you are responsible for approving indirect cost rates for your subrecipients if funded. Such rates must be consistent with the requirements of 2 C.F.R. Part 200. The COPS Office will not approve indirect cost rates beyond the direct recipient level; however, subrecipients who are also direct recipients of federal awards may already have a federally approved indirect cost rate. If your subrecipient has negotiated an indirect cost rate with the Federal Government, then that rate applies.

The subrecipient rates should not be included in this section, but rather under the “Sub- awards” or “Procurement Contracts" sections.

Calculating direct cost base

The following direct cost bases may be used as a distribution base:

- **Modified total direct cost (MTDC)**—This base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency.
- **Direct salaries and wages**—This base includes only the costs of direct salaries and wages incurred by the organization.
- **Direct salaries and wages plus fringe benefits**—This base includes the costs of direct salary, wages and fringe benefits incurred by the organization.

Exclusions in direct cost bases

Applicants should pay particular attention to the two areas listed below to ensure that their indirect cost rate application is in compliance with the existing requirements of the government-wide award rules set out in the Office of Management and Budget (OMB) circular and regulations:

- **$25,000 Subcontract/Subaward limitation.** For institutions of higher education and nonprofit organizations, indirect cost rates negotiated on the basis of modified total direct costs may only be applied against the first $25,000 of any subcontract or subaward under the agreement. This limitation must be applied to all conference related subcontracts and subawards, including those with hotels and travel agents. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.400 et seq.)
- **Participant support costs.** For nonprofit organizations, in accordance with 2 C.F.R. part 200, Appendix IV to 2 Part 200, paragraph B.2.c.—Indirect (F&A) Costs Identification and Assignment and Rate Determination for Nonprofit Organizations: "The distribution base may be total direct costs (excluding capital expenditures and other distorting items, such as [contracts or] subawards for $25,000 or more), direct salaries and wages, or other base which results in an equitable distribution. The distribution base must exclude participant support costs as defined in § 200.1. Participant support costs."

Please note that only employees of the nonprofit organization are excluded from the definition of participant support costs. Costs related to contractors of the nonprofit organization who are acting in the capacity of a conference trainer/instructor/presenter/ facilitator are considered participant support costs. For more information on allowable costs for conferences and training, please visit https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

If you need additional information on an indirect cost rate negotiated agreement, go to the DOJ Grants Financial Guide at https://ojp.gov/financialguide/doj/index.htm.

The "additional narrative" section should be used to describe the breakdown of the calculation as well as provide any additional calculations that make up the base cost. Include the expiration date and the cognizant agency name.

Additional documentation that may need to be uploaded in the "Budget/Financial Attachments" section includes the following:

- Current, signed, federally approved indirect cost rate negotiated agreement
  - If your organization does not have a provisional or current indirect cost rate negotiated agreement or it is expired and under review, the applicant must submit supporting documents to show the applicant's cognizant federal agency is reviewing the request. The COPS Office may disallow or freeze access to indirect funds until a provisional or current indirect cost rate negotiated agreement is provided.

Ensure that each type of indirect cost rate (provisional, final, predetermined, fixed, etc.) is identified. For institutions of higher education and other institutions where multiple indirect rates are applied, please enter each indirect rate as a separate line item with calculation breakdown and description for which each rate applies.

Unallowable Costs: Requests will not be funded

There are no allowable costs in this section. For allowable costs, please see the "Allowable Costs" section above. The items listed in this section are generally considered unallowable and are rarely approved by the COPS Office. Before including any of these items in your budget and application, please contact the COPS Office at AskCopsRC@usdoj.gov. This is not an exhaustive unallowable costs list, and items not listed below will be reviewed on a case-by-case basis. The COPS Office reserves the right to deny funding for items not included on this unallowable cost list. Requests for reimbursement of items purchased, expenses incurred, or individuals hired prior to the award start date will not be funded.

Unallowable Civilian personnel (base salary and fringe benefits)

Base salary

Typically, unallowable civilian personnel costs include, but are not limited to, the following (Note: these are typically unallowable no matter which category they are placed under):

- If your organization charges an indirect cost, those costs normally include the following positions and therefore these positions should not be charged as personnel costs to avoid possible duplication:
  - Administration (e.g., director or program head)
  - Clerical (e.g., secretary or administrative assistant)

    - Accounting (e.g., controller or bookkeeper)
    - Procurement (e.g., purchasing director or stockroom clerk)
    - Housekeeping and maintenance (e.g., custodial and janitorial, repairman, or grounds keeper)
      NOTE: These positions can be charged directly if the individual is working a significant amount of time on the project. This will be approved on a case-by-case basis and your narrative should significantly articulate the need to charge these directly if applicable.

- For awards made to states or units of local government (including law enforcement agencies), salaries and benefits for positions (including exempt employees) that are already budgeted with state, local, or Bureau of Indian Affairs (BIA) funds and would be funded in the absence of this COPS Office award are also not allowed.
- Salaries and benefits of personnel that do not work directly on the project.
- Salaries and benefits for contract or consultant personnel (these should be placed under ”Sub-awards” or "Procurement Contracts", as applicable).

Unallowable Fringe benefits

Typically, unallowable fringe benefit costs include, but are not limited to, the following (Note: these are typically unallowable no matter which category they are placed under):

- Bonuses or commissions
- If your indirect cost rate agreement includes fringe benefits, you may not charge these costs directly to the project

Other Unallowable Items

- 3D printers and associated equipment
- Activities run by organizations whose primary focus is Performance Training / Peak Performance Training / Athletic Performance
- Advertising and public relations designed solely to promote the recipient
- Ammunition (live and training)
- Audit requirements are unallowable (if the applicant organization did not meet the applicable expenditure threshold during the organization’s fiscal year, the cost of any audit performed may not be charged to the award)
- Bar charges/alcoholic beverages
- Bayonets
- Bikes and associated equipment
- Biometric technology

- Body armor
- Body metric equipment such as blood pressure monitors and FitBits
- Body-worn cameras
- Bomb detection technology
- Bulletproof vests and accessories
- Buses/shuttles/transit vans (purchasing or leasing)
- Camouflage uniforms
- Certification to become a Personal Trainer
- Closed-circuit televisions (CCTV)
- Communication boxes
- Commuting costs including to and from program location
- Compensation of federal employees (this category of unallowable costs includes salary payments, consulting fees, or other compensation to full-time federal employees)
- Computer aided dispatch (CAD) systems/records management systems (RMS)
- Conference exhibit displays such as backdrops and retractable banners
- Conference or event swag, including t-shirts, bags, or mugs
- Construction costs
- Copiers
- Corporate formation (startup costs)
- Costs exceeding Federal Travel Regulations if no other organizational written policy is supplied that supersedes these established rates
- Costs for audits not required or performed in accordance with the Office of Management and Budget (OMB) Circular A-133 or 2 C.F.R. Part 200 Subpart F – Audit Requirement are unallowable. If the applicant organization did not meet the applicable expenditure threshold during the organization's fiscal year, the cost of any audit performed may not be charged to the award
- Costs incurred for intramural activities, student publications, student clubs, and other student activities
- COVID-19 test kits
- Credit card fees
- Criminal intelligence systems

- Displays, demonstrations, or exhibits
- Electronic control weapons (ECW)/Tasers
- Entertainment, including amusement, diversion, social activities, and any associated costs (e.g., tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
- Equipment with a physical wellness focus (saunas, cold plunges)
- Explosives
- Extracurricular expenses for youth programs, including t-shirts, meal plans, giveaways, swag bags, and games
- Firearm investigation equipment
- Firearms (including training firearms)
- Fitness equipment (including yoga equipment)
- Floor and wall mats/pads
- Food and beverages at conferences, meetings, or trainings your organization is hosting
- Foreign travel
- Fuel for general patrol vehicles
- General law enforcement vehicles, including patrol cars and leased vehicles (for purposes of the CPD CIT program, purchase and leasing of non-patrol vehicles is allowable)
- Golf carts/motorized personal vehicles
- GPS and Easy Pass rentals (when renting a car)
- GPS devices
- Grenade launchers
- Gunshot detection equipment and technology
- Gym memberships and subscriptions
- Handcuffs, weapons, and ammunition (including training ammunition)
- Health screenings
- Land acquisition including renting, leasing, or construction of buildings or other physical facilities
- Laser spectroscopy devices
- Laundry services while on travel
- License plate readers (LPR) and associated software

- Live animals (including dogs and horses) including associated supplies, food, transportation, and veterinary expenses
- Local travel costs (lodging, meals, per diem, or transportation costs) within a 50-mile radius of the project location
- Maintenance and enhancements (such as mounts) of patrol vehicles (for purposes of the CPD PACT program, maintenance of non-patrol vehicle purchased or leased under PACT funding is allowable)
- Maintenance and/or service contracts that extend the life of the award period (multiyear contracts and extended warranties are allowable but must be paid in full within the initial award period and must not exceed the award period)
- Manned aircraft
- Martial arts training
- Massages (i.e. therapeutic or otherwise)
- Massage chairs and associated equipment
- Membership fees to organizations whose primary activity is lobbying
- Metal detectors
- Mileage reimbursement, rental cars, parking fees, and/or taxi fare for local travel within a 50-mile radius of the project location
- Militarized equipment
- Mobile data terminals (MDT)
- Narcan
- Non-motorized vehicles
- Office rental/lease space, except for costs proportionate to work conducted under this solicitation (if included within an indirect cost rate negotiated agreement)
- Paying for meals other than your own
- Personal protective equipment or gear
- Promotional items and memorabilia, including challenge coins, models, gifts, and souvenirs
- Publishing services (the COPS Office provides editing, graphic design, and printing services for deliverables and other project materials; therefore, these costs cannot be directly charged unless approved on a case-by-case basis)
- Radios for law enforcement (for purposes of the CIT program, radios to be used by behavioral/mental health providers are allowable)
- Recreation equipment (including tents and coolers)

- Recreational supplies (such as Frisbees)
- Rental costs are not allowable for property owned by the applicant or if the applicant has a financial interest in the property. In this case only the costs of ownership, including maintenance costs, insurance, depreciation, utilities, etc., are allowable costs. The applicant must indicate in the budget narrative whether or not they own the space that will be rented.
- Robotic cameras
- Scholarships, fellowships, and other programs for student aid (exceptions are for institutions for higher education)
- Servers
- Shared items between projects—if supplies or equipment is to be used for concurrent projects, this should be captured in your indirect costs. If your organization does not have an indirect cost rate agreement, this may be proportionally charged as direct with prior approval.
- Simulators/augmented reality programs
- Sleep pods
- Surveillance equipment
- Sworn officer salaries and fringe benefits (except sworn overtime and related overtime FICA, worker's compensation, and unemployment compensation fringe benefits – see allowable other costs section above)
- Tactical gear
- Thermal imaging devices
- Tips/gratuities
- Tracked (armored) vehicles
- Traffic equipment (such as cones, message boards)
- Trailers
- Trophies, medals, certificates, and other awards
- Unmanned aerial vehicles (drones)
- Video surveillance (including security systems)
- Uniforms (including helmets, boots)
- Weaponized aircraft, vessels, and vehicles of any kind

Consolidated Category Summary

You will be able to review the category totals and the total project costs under this section. To make any changes to a particular category, please use the navigation on the right of the screen.

Noncompetitive Justification

As applicable, applicants will attach the noncompetitive justification (or sole source justification). Additional guidance can be found in the Sole Source Justification fact sheet.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as "[Applicant].Noncompetitive." Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Indirect Cost Rate Agreement (if applicable)

As applicable, applicants will attach the indirect cost rate agreement. Additional guidance can be found in the Indirect Cost Rate Agreement fact sheet.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as "[Applicant].Indirect Costs."

Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system- validated version submitted.

Consultant Rate

As applicable, applicants will attach the consultant rate justification. Additional guidance can be found in the Consultant Rate Justification fact sheet.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as "[Applicant].Consultant Rate."

Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.

Budget Narrative

Applicants must attach a separate budget narrative. The organization must create and attach a budget narrative that describes each item requested or group of similar items requested and links each item or group of items to the proposed project. All items will be reviewed on a case-by-case basis and in context of the allowable and unallowable costs lists.

Applicants must submit reasonable budgets based on the resources needed to implement their proposed projects. The budget should display a clear link between the specific project activities and the proposed budget items. It should not contain any items that are not detailed in the applicant's application questions.

The separate budget narrative should thoroughly and clearly describe every category of expense listed in the budget detail worksheets contained in this application. The COPS Office expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).

An applicant should demonstrate in its separate budget narrative how it will maximize cost effectiveness of award expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality. Consideration will be given to budget proposals that maximize the direct funding that supports project activities.

The budget narrative should be mathematically sound and correspond clearly with the information provided in the budget detail worksheets. The narrative should explain how the applicant estimated and calculated all costs and how those costs are necessary to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. The budget should describe costs by year and should cover the full project period of two years.

In some circumstances, the budget and budget narrative will be reviewed separately from the applicant’s application questions. Therefore, it is very important that the budget narrative be as comprehensive as possible and describe in a narrative format each line item requested in the budget. The budget narrative should not be used to explain deliverables or project activities that are not included in the applicant’s application questions.

Deliverables and activities that are solely listed in the budget narrative and not described in the applicant’s application questions (and vice versa) will be scored negatively during the peer review process.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant]. Sole Source.” Recommended file formats

are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Memoranda of Understanding (MOU) and Other Supportive Documents

As applicable, applicants will attach the any memoranda of understanding or partner agreements in this section.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as "[Applicant].MOU." Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Additional Application Components

As applicable, applicants will attach the following additional application attachments in this section:

- Curriculum Vitae or résumés (up to three key project staff detailing work and educational history and highlighting any experience that is relevant to their ability to successfully carry out the proposed project)
- Timeline of project deliverables, milestones, activities and who will complete the activities
- Letters of Support

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as "[Applicant].Resume." Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Curricula Vitae or Résumés

As applicable, applicants will attach the Curriculum Vitae or résumés for up to three key project staff detailing work and educational history and highlighting any experience that is relevant to their ability to successfully carry out the proposed project).

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as "[Applicant].Resume." Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Letters of Support

As applicable, applicants will attach letters of support.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as "[Applicant].Support." Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Timeline Form

Applicants must attach a separate timeline of project deliverables, which are mapped to the goals and objectives of the proposed initiative, and include milestones, activities and who will complete the activities. The timeline attachment should be uploaded in the "Additional Application Components" section of this application. If awarded funding, the information provided in the timeline attachment will be used in performance reporting and recipients will have to provide a status on the goals, objectives, deliverables, timeline. The COPS Office encourages applicants to review and link their goals and objectives to the solicitation goals and requirements.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as "[Applicant].Timeline." Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Disclosures and Assurances

Disclosure of Lobbying Activities

Important: All applicants must complete the SF-LLL Disclosure of Lobbying Activities in Grants.gov prior to beginning the application process in JustGrants. NOTE: Applicants that do not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields.

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

If this applies to your organization, you are required to complete the disclosure form via grants.gov. If you need to submit additional forms, please submit them as attachments to your application online in the "Additional Application Components" Section.

DOJ Certified Standard Assurances

Applicants to COPS Office programs are required to sign and acknowledge the standard DOJ Assurances form in JustGrants. Signing this document assures the COPS Office that you have read, understood, and accepted the award terms and conditions as outlined in the Assurances. Please read this document carefully, as signatures on this document are treated as material representation of fact upon which reliance will be placed when the U.S. Department of Justice determines to fund the covered award. Full text of the Certified Standard Assurances and Terms and Conditions is available in the FY24 Resource Guide for Community Policing Advancement (CPA) Programs at https://cops.usdoj.gov/pdf/2024ProgramDocs/CPA_Resource_Guide.pdf.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Applicants to COPS Office programs are required to sign and acknowledge the standard DOJ Certifications form in JustGrants. Signing this document assures the COPS Office that you have read, understood, and accepted the award terms and conditions as outlined in the Certifications.

Please read this document carefully, as signatures on this document are treated as material representation of fact upon which reliance will be placed when the U.S. Department of Justice determines to award the covered award. See appendices for the full assurances and certifications, which can all be found in the FY24 Resource Guide for Community Policing Advancement (CPA) Programs.

An explanation is required when the applicant is unable to certify to certain statements in the "Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing" form (if applicable). When the applicant is unable to certify to specific statements identified in this Certifications form, the applicant must attach an explanation. The applicant is still required to sign the Certifications form to certify to all the other applicable statements. Please see FY24 Resource Guide for Community Policing Advancement (CPA) Programs for a copy of this Certifications form.

The certifications are as follows:

1. The applicant understands that, as a general rule, COPS Office funding may not be used for the same item or service funded through another funding source, and
2. The applicant and any required or identified official partner(s) listed in this application mutually agreed to this partnership prior to submission.

Declaration and Certification to DOJ as to Application Submission

Applicants must read and acknowledge the statements in the Declaration and Certification.

Federal Civil Rights and Award Review

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice award review or audit.

How to Apply

Federal regulations require that an applicant for federal funding (1) be registered in SAM before submitting its application, (2) provide a valid unique entity identifier in its application, and (3) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. The COPS Office may not make an award to an applicant until the applicant has complied with all applicable Unique Entity Identifier (UEI) and SAM requirements and, if an applicant has not fully complied with these requirements by the time the COPS Office is ready to make an award, the COPS Office may determine that the applicant is not qualified to receive an award. See 2 C.F.R. §§ 25.200 and 25.205 and the Award Terms and Conditions for further information.

Please follow the steps listed here to ensure your application is submitted by the deadline for this solicitation. Applicants should register online with SAM and with Grants.gov well in advance of the JustGrants deadline.

Step 1: Register with SAM database/Confirm Unique Entity Identifier (UEI) number

The Unique Entity Identifier (UEI) issued by SAM is a 12-character alphanumeric value and, once issued, will not change. Entities that are currently registered in SAM.gov already have a Unique Entity ID (SAM) which can be viewed in SAM.gov. The transition to UEI (SAM) will not impact an entity's registration expiration date or when renewal is necessary.

System of Award Management (SAM) registration and renewal can take as long as 10 business days to complete.

If you do not have an Employer Identification Number (EIN), the process can take up to five weeks to obtain an EIN from the Internal Revenue Service. There is no fee associated with these processes. These processes cannot be expedited.

SAM registration procedures can be accessed at https://www.sam.gov.

The person registering with SAM will be the designated SAM E-Business (E-Biz) Point of Contact (POC), who can assign the people who submit applications for the organization (your Authorized Organization Representatives). In addition, you must review your SAM registration once a year.

Step 2: Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password.

Complete the AOR profile on Grants.gov and create a username and password. An applicant entity's "Unique Entity Identifier (UEI)" must be used to complete this step. For more information about the registration process for organizations and other entities, visit the Grants.gov registration page. Individuals registering with Grants.gov may visit the Applicant Registration page.

Step 3: Acquire confirmation for the AOR from the E-Business Point of Contact (E-Biz POC).

The SAM E-Biz POC at the applicant organization must log into Grants.gov to confirm the applicant organization's AOR. The E-Biz POC will need the Marketing Partner Identification Number (MPIN) password obtained when registering with SAM to complete this step. Note that an organization can have more than one AOR.

Step 4: Search for the funding opportunity on Grants.gov.

Search using the Assistance Listing Title and the Funding Opportunity Number from the solicitation.

Step 5: Access Funding Opportunity and Application Package from Grants.gov.

Select "Apply for Grants" under the "Applicants" column. Enter your email address to be notified of any changes to the opportunity package before the closing date. Click the Workspace icon to use Grants.gov Workspace.

Step 6: Complete and Submit the SF-424 and SF-LLL via Grants.gov.

Within 48 hours after submitting the SF-424 and SF-LLL, the applicant should receive two notifications from Grants.gov. The first will confirm the receipt of the SF-424 and SF-LLL. The second will state whether the SF-424 and SF-LLL has been validated and successfully submitted, or whether it has been rejected due to errors, with an explanation. It is possible to first receive a message indicating that the application is received, and then receive a system-generated rejection notice a few minutes or hours later. Submitting the SF-424 and the SF-LLL well ahead of the Grants.gov deadline provides time to correct the problem(s) that caused the rejection. These system-generated rejection notices are due to inaccurate data or incomplete applications.

Important: DOJ urges each applicant to submit the SF-424 and the SF-LLL at least 72 hours prior to the Grants.gov due date to allow time to receive validation messages or rejection notifications from Grants.gov and to correct in a timely fashion any problems that may have caused a rejection notification. Verify the application deadline (date and time) in the solicitation.

Step 7: Register the Entity Administrator (E-Biz POC) and the Application Submitter with DOJ's Justice Grants System (JustGrants).

(Application Submitters and E-Biz POC Users with an existing JustGrants Account may skip to step 8.)

Within 24 hours of JustGrants receiving an application from Grants.gov, the user submitting the application in Grants.gov and SAM E-Biz POC will receive an email to register for a JustGrants account. The email is from DOJ's secure user management system (DIAMD) and will include instructions on how to create an account.

To ensure that you receive these emails and that they are not flagged as spam, we recommend adding **DIAMD-NoReply@usdoj.gov** to the trusted sender list in your email settings.

The E-Biz POC at the applicant organization serves as the Entity Administrator and must log in to JustGrants to confirm the entity's profile, add users, and assign the two required Authorized Representatives (Law Enforcement Executive/Program Official and Government Executive/Financial Official). The Authorized Representatives are officials who have ultimate and final responsibility for all programmatic and financial decisions for your agency, as the legal recipient. For guidance on who should be assigned as Authorized Representatives, please see below:

For law enforcement agencies, COPS Office awards require that both the top law enforcement executive (e.g., chief of police, sheriff, or equivalent) and the top government executive (e.g., mayor, board chairman, or equivalent) sign the application, and (if awarded funding) accept the award package. Both the top law enforcement executive and the top government executive must be assigned the role of Authorized Representative in Just Grants.

For non–law enforcement agencies (institutions of higher education, school districts, private organizations, etc.), COPS Office awards require that both the programmatic official (e.g., executive director, chief executive officer, or equivalent) and financial official (e.g., chief financial officer, treasurer, or equivalent) sign the application, and (if awarded funding) accept the award package. These two officials must have the ultimate signatory authority to sign contracts on behalf of your organization. Both the programmatic official and the financial official must be assigned the role of Authorized Representative in Just Grants.

Please note that nonexecutive positions (e.g., clerks, trustees) are not acceptable Authorized Representatives.

The user who submitted the application in Grants.gov serves as the Application Submitter. Within minutes of completing your JustGrants account registration, the Application Submitter and the E-Biz POC (Entity Administrator) users will receive an email from JustGrants with a link to the application started in Grants.gov.

Application Submitters and E-Biz POC Users with a JustGrants Account

Step 8: Review and Invite the Two Required Authorized Representatives in JustGrants

The Entity Administrator will need to log into JustGrants to review and assign the required two Authorized Representatives (Law Enforcement Executive/Program Official and Government Executive/Financial Official). The Authorized Representatives are officials who have ultimate and final responsibility for all programmatic and financial decisions for your agency, as the legal recipient. For guidance on who should be assigned as Authorized Representatives, please see guidance above.

If an Authorized Representative needs to be invited, the Entity Administrator will need to invite the individual to receive a JustGrants account. These actions are required before an application can be submitted.

Within minutes of being invited to be an Authorized Representative, the individual will receive an email from **DIAMD-NoReply@usdoj.gov** with instructions on how to create an account in DOJ's secure user management system.

Once the Authorized Representatives receives the email and completes the steps to create an account, the Authorized Representative will be available in JustGrants.

Review the "JustGrants User Roles Guide" to become familiar with the various JustGrants Entity User roles.

Step 9: Complete and Submit the JustGrants Application

Important: In addition to the Application Submitter, the Entity Administrator and the two Authorized Representatives should be available to assist with the JustGrants application submission.

The Application Submitter will complete the application by entering data into web-based forms, uploading attachments, and accepting assurances and certifications. Before you submit your application, each section much be completed and free of validation errors. If not, please return to each identified page using the table of contents on the right side of the page. If any required fields are unanswered, they will be flagged with warning messages. In this case, answer these required fields. You will not be able to submit your application until all validation issues are corrected and the application is certified.

The Application Submitter will also need to confirm the required two Authorized Representatives (Law Enforcement Executive/Program Official and Government Executive/Financial Official).

The Application Submitter will need to select two authorized representatives via dropdown field in the "Confirm Authorized Representative" section of the application. The dropdown will display all authorized representatives that have been assigned for your entity (the Application Submission Job Aid Reference Guide for this step).

If you do not see authorized representatives for your entity in the dropdown field within the "Confirm Authorized Representative" section of the application, you will need to add and assign the role for each authorized representative for your entity. Please note: the COPS Office requires two authorized representatives (Law Enforcement Executive and Government Executive) for its grant applications. Users will not be visible in JustGrants until they have successfully logged into JustGrants. If you need assistance adding users and assigning roles for your entity, please refer to the Entity Management Job Aid Reference Guide.

Once all sections are completed, the application submitter will submit the application. Upon successful submission of an application, the Application Submitter, Entity Administrator, and the two Authorized Representatives will receive an email from JustGrants confirming submission of the application. The COPS Office will not accept applications submitted via mail or email.

Step 10: Confirm Receipt of JustGrants Application

The Application Submitter should closely monitor their email and JustGrants accounts for any notifications from Grants.gov or JustGrants about a possible failed submission. The user who is authorized to submit applications on behalf of the organization is the one who will receive these notifications. The COPS Office does not send out these notifications, nor does the COPS Office receive a copy of these notifications. It is the applicant's responsibility to notify the COPS Office of any problems with the application submission process. Submitting the application components **at least 48 hours prior to the solicitation deadline** will enable the applicant to receive notice of a failed submission and provide an opportunity to correct the error before the applicable deadline.

Submission Dates and Time

All completed applications must be submitted by the deadline.

Late Submissions

The COPS Office will review on a case-by-case basis requests for late submission due to unforeseen technical issues or extraordinary events such as extreme weather emergencies or mass casualty events. Requests for an extension of the Grants.gov deadline must be received prior to the close of the solicitation in Grants.gov. Requests for an extension of the JustGrants deadline must be made prior to the close of the solicitation in JustGrants. No late submission requests will be considered once the solicitation closes. Extension of deadlines is rare and is not guaranteed.

To be considered for an extension, applicants must contact the COPS Office Response Center via email at AskCopsRC@usdoj.gov detailing the technical/extraordinary issues that impact application submission. This email must be submitted prior to the deadline for which the applicant is requesting an extension. The applicant's email must include the following information: UEI number, Organization name, Point of contact name and information, Application ID, and the nature of the issue/disaster and how it affected the applicant's ability to submit an application on time. The email subject line should read "FY24 LEMHWA Implementation Projects Extraordinary Circumstances: [UEI number, Agency Name, Application ID]", with your UEI number and organization name and details filled in.

The COPS Office will respond to each applicant as soon as possible with either an approval and instructions for submission or a rejection. If the technical issues you reported cannot be validated, the application will be rejected.

The following conditions are not valid reasons to request an extension: (1) failure to begin the registration process in sufficient time; (2) failure to follow instructions on Grants.gov or JustGrants; (3) failure of the two assigned authorized representatives, with the proper authority, to activate accounts in JustGrants prior to application submission; (4) failure to follow all of the instructions in the solicitation; (5) failure to register or update information on the SAM website; and (6) failure to register or complete the SF-424 and SF-LLL in Grants.gov.

Application Review Information

The COPS Office is committed to ensuring a fair and open process for making awards. The COPS Office will review the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation.

To maintain the integrity of the competitive solicitation process, the COPS Office can provide publicly available technical assistance regarding the mechanics of the application but cannot evaluate the merits of an application during the open solicitation period.

Review Process

Applications will undergo a standard review and selection process, which includes a review of basic minimum requirements, peer review panel ratings, administrative compliance review, a senior leadership review and recommendation panel, and director's selection. A description of each phase is provided in the following sections. Applicants are encouraged to review their own applications prior to submission, with particular attention given to the Basic Minimum Requirements and each of the Review Criteria specified in the descriptions that follow.

Basic Minimum Requirements Review

Once the solicitation closes, COPS Office staff screen and evaluated applications for compliance with basic minimum requirements (BMR). Applications should be written with clarity, organization, and soundness in the proposed work, with all mandatory attachments.

BMR Review Criteria

Applications that are missing any of the following basic minimum requirements will be disqualified, without exception, and therefore not scored by review panels.

1. Did the applicant respond to all of the application questions?
2. Did the applicant provide a separate budget narrative that is 60% or more allowable?
3. Is the applicant eligible to submit an application under this solicitation: State, local, tribal, or territorial law enforcement agency?
4. Is the proposed project within scope of the solicitation?

Peer Review

Peer review will evaluate applications that meet the eligibility basic minimum requirements. The COPS Office may use internal peer reviewers, external peer reviewers, or a combination to assess applications on technical merit using the solicitation's review. An external peer reviewer is an expert in the subject matter of a given topic area who is not a current federal employee. An internal peer reviewer is a current federal employee who is well-versed or has expertise in the subject matter of the subcategory. Peer feedback is advisory only, although reviewer views are considered carefully.

Peer reviewers will be asked to review applications based on the application subcategory and the goal of the solicitation to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities. Reviewers will also be asked to consider the subcategory-specific solicited goals, requirements, and deliverables described in the solicitation language.

Upon completion of their reviews, peer reviewers will recommend applications that should advance to Senior Leadership Review.

Review Criteria

Applications will be evaluated based on the following merit criteria, which the applicant addresses in their application, application questions, budget narrative, budget worksheets, and other attachments. Applications that are not responsive to the solicitation or duplicative of past or ongoing federally funded work will be scored accordingly. Although not an exhaustive list, at a minimum, reviewers will be asked to evaluate applications according to the following criteria:

Organizational readiness

- Includes a detailed description of the services that are already provided (if any)
- Includes a detailed description of proposed activities

Project impact and deliverables

- Estimates number of law enforcement personnel, family members, and other individuals that will directly benefit from the services (for example, number of individuals receiving services, number of individuals receiving training)
- Incorporates multiple agencies or includes regional partnerships to increase services and coordination to provide services to other agencies in the field
- Identifies specific project outcomes and a plan to track or measure the success of the program
- Identifies and describes deliverables (such as trainings, clinical hours, reports, articles, products for the field, or other).

Management and implementation

- Includes a detailed project/work plan that is aligned to solicitation goals and requirements
- Includes a timeline of project milestones, deliverables, activities, and who will complete the activities in their application
- Identifies key team members and stakeholder partners (community groups, private or public agencies) who will support the proposed initiative and clearly defines the roles, tasks, and services they will provide under the award (if needed)
- Incorporates an evaluation component to measure the success of the program
- Takes the appropriate steps to ensure confidentiality of participants and service recipients

- Describes a marketing plan for the proposed services to increase program awareness and promote participation in the program
- Identifies at least one mental health and wellness–related regional or national conference the applicant plans to attend

Budget

- Provides a detailed budget narrative with costs that are allowable, appropriate, and reasonable relative to the level of effort and critical to the completion of the project
- Provides a budget narrative that adequately justifies the budget and matches the feasibility and intent of the proposed project
- Provides a detailed budget that matches the tasks and deliverable(s) outlined in the application
- Provides detailed breakdowns of each budget category and justification for total costs, such as per unit over time or reasonable estimate at time of application submission
- Provides appropriate budget justification documentation, which may include a current indirect cost rate agreement, sole source justification, and consultant rate justification
- Includes funding for attendance at a regional or national conference or explains that funding will come from elsewhere

In addition, any applicable priority consideration(s) is only one of many factors in making COPS Office funding decisions and does not guarantee an award.

Federal Policing Priorities

In addition to the criteria listed earlier, the COPS Office will provide priority points for agencies that respond affirmatively to the list of questions related to the activities outlined in the Federal Priorities for Policing Inventory. The inventory questions will help the U.S. Department of Justice evaluate the possibility for priority consideration, where appropriate, and identify potential gaps in training and technical assistance.

Administrative Compliance Review

All advancing applications will undergo an administrative compliance review. Past financial and programmatic performance with DOJ award funding will be considered in this review process. Past performance may affect the overall rating and ranking of an application. Factors that may be included in the past performance review include the following:

- The extent to which the applicant has adhered to all special conditions in the prior awards
- The extent to which the applicant has complied with programmatic and financial reporting requirements
- The extent to which the applicant has completed closeout of prior awards in a timely manner

- Whether the applicant has received financial clearances in a timely manner
- Whether the applicant has resolved any issues identified in an audit or on-site monitoring visit in a timely manner
- Whether the applicant has adhered to single audit requirements
- The extent to which the applicant has completed work and spent prior award funds in a timely manner

Pursuant to 2 C.F.R. Part 200 ("Uniform Guidance"), before award decisions are made, the COPS Office also reviews information related to the degree of risk posed by applicants. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, the COPS Office checks whether the applicant is listed in SAM as excluded from receiving a federal award. The COPS Office also must review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, "FAPIIS").

Applicants may review and comment on any information about them in SAM that a federal awarding agency previously entered in the designated integrity and performance system, and such applicant comments will also be reviewed and considered.

The COPS Office may contact applicants regarding budget and financial questions as part of the review process. This outreach is not an indication of funds or awarding decisions.

Senior Leadership Review

The Senior Leadership Review is conducted by senior-ranking federal employees. During this process all advancing applications from peer review are evaluated based on peer review feedback, administrative compliance review, past performance, project scope, and budget.

Senior Leadership will submit formal recommendations for funding to the COPS Office Director.

Director's Selection

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Director of the COPS Office, who may also give consideration to factors including prior funding history, current award balances, underserved populations, population served, geographic diversity, strategic priorities, past performance, significant concerns regarding ability of the applicant to administer federal funds, and available funding when making awards.

Federal Award Notices

Award notification will be sent electronically from JustGrants. This award notification will include instruction on enrolling in Automated Standard Application for Payments (ASAP) and accepting the award. Recipients will be required to log into JustGrants to review, sign, and accept the award. The notice of award will contain details about the award including start and end dates, funding amounts, and the award conditions. The Authorized Representatives must acknowledge having read and understood all sections of the award instrument and submit the required declaration and certification to accept the award; these steps will be completed electronically in JustGrants before you will be able to draw down funds or begin implementing the program. By accepting the award and the COPS Office funding, your agency acknowledges that it will comply with these conditions and, if applicable, additional special conditions specific to your agency.

It is anticipated that awards will be announced on or after **October 1, 2024**. Any public announcements will be posted on the COPS Office website.

All award decisions are final and not subject to appeal.

To officially accept and begin your award, your organization must access your award package at https://justgrants.usdoj.gov/. Once you access your account, you will review and electronically sign the award document (including award terms and conditions) and, if applicable, the special award conditions or high-risk conditions within 45 days of the date shown on the award congratulatory letter, unless an extension is requested and granted. The two assigned Authorized Representatives (Law Enforcement Executive/Program Official and Government Executive/Financial Official) as described in the How to Apply section are required to sign the award package. If the Authorized Representative(s) changes between the time of application submission and award receipt, the Entity Administrator will need to update the Authorized Representative(s) in JustGrants. Your organization will not be able to draw down award funds until the COPS Office receives your signed award document. For more information on accepting your award, please visit the JustGrants Training page for step-by-step instructions.

For technical support with JustGrants, please call JustGrants Support at JustGrants.Support@usdoj.gov, or 833-872-5175. For programmatic assistance, please contact the COPS Office Response Center at AskCopsRC@usdoj.gov .

The Award Package

The award package is the document indicating your official award funding amount, the award number, the award terms and conditions, and award start and end dates.

The award start date indicated in the award package means that your organization may be reimbursed for any allowable costs incurred on or after this date. The duration of awards is 24 months.

Your FY24 award number is in the following format: 15JCOPS-24-XX-XXXXX-XXXX. The COPS Office tracks award information based upon this number; therefore, it is important to have your organization's award number (or your organization's UEI number) readily available when corresponding with the COPS Office.

The award terms and conditions are listed in the award package. In limited circumstances, your award package may include additional special conditions or high-risk conditions that prevent your organization from drawing down or accessing award funds until the special conditions or high-risk conditions are satisfied as determined by the COPS Office.

By accepting the award, you are acknowledging that you are obtaining federal funds from the COPS Office. As part of that agreement, if awarded funds, your organization will acknowledge that it will comply with all applicable award terms and conditions including any special or high-risk conditions.

Administrative and National Policy Requirements

If selected for funding, in addition to implementing the funded project consistent with the approved project proposal and budget, the recipient must comply with award terms and conditions and other legal requirements including, but not limited to, OMB, DOJ, or other federal regulations that will be included in the award or incorporated into the award by reference or are otherwise applicable to the award.

The COPS Office strongly encourages applicants to review applicable requirements and terms and conditions prior to submitting an application. Terms and conditions for COPS Office awards are available on the COPS Office website in the Application Resource Guide. Terms and conditions are subject to change before the award is issued. The FY24 Resource Guide for Community Policing Advancement (CPA) Programs also contains additional requirements which apply to this application and award, including audit requirements, suspension, and termination requirements.

Terms, Conditions, and Award Requirements

Please review carefully the FY24 Resource Guide for Community Policing Advancement (CPA) Programs for a full description of each of the listed terms, conditions, and other requirements for this COPS Office program. By submitting your application, your organization assures the COPS Office that you agree to the terms, conditions, and requirements. If awarded funds, by accepting your COPS Office award, your organization agrees to comply with all of the terms, conditions, and other requirements in your award package and any additional special or high-risk conditions that may be imposed on your award.

Administrative Actions and Legal Remedies Related to Federal Awards

Please be advised that an application may not be funded or, if awarded, a hold may be placed on this application if it is deemed that the applicant is not in compliance with federal civil rights laws, is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice award review or audit.

Misuse of COPS Office funds or failure to comply with all COPS Office award requirements may result in legal sanctions including suspension and termination of award funds, the repayment of expended funds, ineligibility to receive additional COPS Office funding, and other remedies available by law.

Under the False Claims Act, any credible evidence that a person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving COPS Office funds may be referred to the Office of Inspector General (OIG). The OIG may be contacted at oig.hotline@usdoj.gov, https://oig.justice.gov/hotline/index.htm, or 800-869-4499.

Remedies for Noncompliance

Under 2 C.F.R. § 200.339, if the recipient fails to comply with award terms and conditions, the Federal awarding agency may impose additional conditions or take one or more of the following actions as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- Wholly or partly suspend or terminate the Federal award.
- Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- Withhold further Federal awards for the project or program.
- Take other remedies that may be legally available.

Prior to imposing sanctions, the COPS Office will provide reasonable notice to the recipient of its intent to impose sanctions and will attempt to resolve the problem informally. Appeal procedures will follow those in the U.S. Department of Justice regulations in 28 C.F.R. Part 18.

Awards terminated due to noncompliance with the federal statutes, regulations, or award terms and conditions will be reported to the integrity and performance system accessible through SAM (currently FAPIIS).

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and any other remedy available by law.

Please be advised that recipients may not use COPS Office funding for the same item or service also funded by another U.S. Department of Justice award.

Federal Awarding Agency Contact(s)

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the Grants.gov Organization Applicant User Guide. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact the JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175. The JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at https://justicegrants.usdoj.gov/training-resources.

For programmatic assistance with the requirements of this program, please contact the COPS Office Response Center at AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

Freedom of Information Act and Privacy Act (5 U.S.C. §§ 552 and 552a)

All applications submitted to the COPS Office (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. By law, DOJ may withhold information that is responsive to a request if DOJ determines that the responsive information is protected from disclosure under the Privacy Act or falls within the scope of one or more of the nine statutory exemptions under FOIA. DOJ cannot agree not to release some or all portions of an application/award file in advance of a request pursuant to the FOIA.

In its review of records that are responsive to a FOIA request, the COPS Office will withhold information in those records that plainly falls within the scope of the Privacy Act or one of the statutory exemptions under FOIA. (Some examples include certain types of information in budgets and names and contact information for project staff other than certain key personnel.) In appropriate circumstances, the COPS Office will request the views of the applicant/recipient that submitted a responsive document.

Feedback to the COPS Office

To assist the COPS Office in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and the application review peer review process. Provide feedback via email to AskCopsRC@usdoj.gov with the following subject line: "FY24 LEMHWA Implementation Program Feedback."

Important: This email is for feedback and suggestions only. Replies are not sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, you must contact the COPS Office Response Center at AskCopsRC@usdoj.gov.

COPS Office Other Information

Reporting, monitoring, and evaluation requirements

Reporting

If awarded, your organization will be required to submit quarterly Standard Form 425, Federal Financial Reports (FFR) as well as semiannual Programmatic Performance Reports. Recipients should be prepared to track and report program award funding separately from other funding sources (including other COPS Office federal awards) to ensure accurate financial and programmatic reporting on a timely basis. Recipients should ensure that they have financial internal controls in place to monitor the use of program funding and ensure that its use is consistent with the award terms and conditions. Good stewardship in this area includes written accounting practices, use of an accounting system that tracks all award drawdowns and expenditures, and the ability to track when award-funded positions are filled or approved purchases are made. Failure to submit complete reports or submit reports in a timely manner will result in the suspension and possible termination of a recipient's COPS Office award funding or other remedial actions.

Monitoring

Federal law requires that agencies receiving federal funding from the COPS Office be monitored to ensure compliance with their award conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice.

Awarded organizations will be responsible for submitting Programmatic Performance Reports on a semiannual basis and SF-425 - Federal Financial Reports on a quarterly basis. In addition, awarded organizations will be responsible for the timely submission of a final Closeout Report and any other required final reports. All COPS Office recipients will be required to participate in such award monitoring activities of the U.S. Department of Justice, including but not limited to the COPS Office, the Office of the Inspector General, or any entity designated by the COPS Office.

Please note that the COPS Office may take a number of monitoring approaches, such as site visits, enhanced office-based award reviews, alleged noncompliance reviews, and periodic surveys to gather information and to ensure compliance. The COPS Office may seek information including, but not limited to, your organization's compliance with nonsupplanting and both programmatic and financial requirements of the award, and your organization's progress toward achieving your community policing strategy. Grant Operations staff are particularly interested in confirming that the purchase of items and/or services is consistent with the applicant's approved award budget as reflected on the Financial Clearance Memorandum and Final Funding Memorandum.

If awarded funds, you agree to cooperate with and respond to any requests for information pertaining to your award in preparation for any of the above-referenced award monitoring activities.

Please feel free to contact your COPS Office Program Manager to discuss any questions or concerns you may have regarding the monitoring, reporting, and evaluation requirements.

Program Evaluation

Though a formal assessment is not a requirement, awarded organizations are strongly encouraged to conduct an independent assessment of their respective award-funded projects. Project evaluations have proven to be valuable tools in helping organizations identify areas in need of improvement, providing data of successful processes, and reducing vulnerabilities.

Selected award recipients shall be evaluated on the local level or as part of a national evaluation, pursuant to guidelines established by the Attorney General. Such evaluations may include assessments of individual program implementations. In select jurisdictions that are able to support outcome evaluations, the effectiveness of funded programs, projects, and activities may be required. Outcome measures may include crime and victimization indicators, quality of life measures, community perceptions, and police perceptions of their own work.

Financial Management and System of Internal Controls

Award recipients and subrecipients must, as set out in the Uniform Guidance at 2 C.F.R. § 200.303, do the following:

- Establish and maintain effective internal control over the federal award that provides reasonable assurance that [the recipient (and any subrecipient)] is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- Evaluate and monitor [the recipient's (and any subrecipient's)] compliance with statutes, regulations, and the terms and conditions of federal awards.
- Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency designates as sensitive or [the recipient (and any subrecipient)] considers sensitive, consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Audit Requirement

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200, Subpart F – Audit Requirements, available at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F establish the requirements for organizational audits that apply to COPS Office award recipients. Recipients must arrange for the required organization-wide (not award-by-award) audit in accordance with the requirements of Subpart F.

Civil Rights

All recipients are required to comply with nondiscrimination requirements contained in various federal laws. A memorandum addressing federal civil rights statutes and regulations from the Office for Civil Rights, Office of Justice Programs will be included in the award package for award recipients. All applicants should consult the Assurances form to understand the applicable legal and administrative requirements.

Funding to Faith-Based Organizations

Faith-based or religious organizations are eligible, on the same basis as any other organization, to participate in any DOJ program for which they are otherwise eligible. A faith-based or religious organization that participates in DOJ-funded programs or services will retain its independence from government, and may continue to carry out its mission, including the practice and expression of its religious beliefs, as long as it does not use direct financial assistance from DOJ to support any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization. Further guidance on federal financial assistance for faith-based organizations can be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations and https://www.justice.gov/opa/pr/department-justice-announces-joint-final-rule-regarding-equal-treatment-faith-based.

Section 508 of the Rehabilitation Act

If you are an applicant using assistive technology and you encounter difficulty when applying, please contact the COPS Office Response Center at AskCopsRC@usdoj.gov.

The department is committed to ensuring equal access to all applicants and will assist any applicant who may experience difficulties with assistive technology when applying for awards using the JustGrants System.

Public Reporting Burden: Paperwork Reduction Act Notice

The public reporting burden for this collection of information is estimated to be up to 11.3 hours per response, depending upon the COPS Office program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of this information, including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 145 N Street NE, Washington, DC 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503. For any questions or comments, please contact David Neely, COPS Office Paperwork Reduction Act Program Manager, at 202-514-8553.

You are not required to respond to this collection of information unless it displays a valid OMB control number. The OMB control number for this application is 1103-0098, and the expiration date is 04/30/2024.

Performance Measures

To assist in fulfilling the U.S. Department of Justice's responsibilities under the Government Performance and Results Act Modernization Act (GPRA Modernization Act) of 2010, P.L. 111–352), recipients who receive funding from the Federal Government must measure the results of work that

funding supports. This act specifically requires the COPS Office and other federal agencies to set program goals, measure performance against those goals, and publicly report progress in the form of funding spent, resources used, activities performed, services delivered, and results achieved.

Performance measures for this program will include the following:

- Extent to which COPS Office award funding (e.g., officers, equipment, training, technical assistance) has increased your agency's community policing capacity
- Extent to which COPS Office knowledge resources (e.g., publications, podcasts, training) have increased your agency's community policing capacity

The objective of these performance measures is to increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for personnel, technology, equipment, and training.

Recipients will rate the effectiveness of the COPS Office funding in increasing community policing capacity. Data will be collected on a periodic basis through performance reports.

COPS Office awards target increasing recipient capacity to implement community policing strategies within the three primary elements of community policing: (1) problem solving, (2) partnerships, and (3) organizational transformation. The COPS Office requires all applicants to describe how the personnel, technology, equipment, supplies, travel, or training requested will assist the applicant in implementing community policing strategies.

To read an overview of the principles of community policing, please see the COPS Office publication Community Policing Defined.

As part of the programmatic performance reports, all recipients will be required to report on their progress toward implementing community policing strategies. Based on the data collected from recipients, the COPS Office may make improvements to the program to better meet the program's objective and law enforcement agency needs.

Application Checklist

Please refer to the JustGrants DOJ Application Submission Checklist.

Agreement Between Lewis and Clark County and Area 41 Vigilantes Gun Club. (Jordan Chriske-Hall)

Presented By:

Summary:
The Commissioners will consider the contract with AREA 41 Vigilantes Gun Club in the amount of $1,200 annually for use of the gun club. The contract begins upon last signature for one year with three annual renewals.

Legal Review Required:

ATTACHMENTS:

Description	Type
AREA 41 Agreement	Contract
contract cover sheet	Contract
AREA 41 Liability Insurance	Contract
AREA 41 Insurance Addendum	Contract

AGREEMENT FOR USE

OF GUN RANGE

This is an Agreement between Lewis and Clark County ("COUNTY") and Area 41 Vigilantes Gun Club ("AREA 41") (collectively, the "Parties") for COUNTY to use AREA 41's gun range, located at **1608 Ranch Road, Helena, MT 59602**. The Parties agree as follows:

1. **Responsibility for Personnel.** COUNTY personnel must be under the supervision and control of COUNTY at all times while on AREA 41 premises, and COUNTY is solely responsible for the actions of COUNTY personnel.

2. **Gun Range Rules and Procedures.** COUNTY must follow AREA 41's basic rules and policies while using the gun range and not engaging in COUNTY activities. In the event a COUNTY activity conflicts with AREA 41s rules and policies, COUNTY's policies and procedures shall govern. Gun range basic rules and policies are attached as Exhibit A.

3. **Scheduling and Use of Gun Range.** Arrangements for use of AREA 41's gun range must be made by contacting Range Officer Mike Hossfeld at (406) 594-4644, or another agent designated by AREA 41. COUNTY shall be allowed to place a storage shed on AREA 41's property located at AREA 41's discretion. COUNTY shall be responsible for providing and removing its own targets, target backers, and any other necessary item(s) for COUNTY's purposes. AREA 41 shall solely be responsible for any environmental assessment, lead remediation and/or abatement, hazardous waste, and any and all other wastes or responsibilities typically related to operation of a gun range.

4. **Access** – Access is limited to current members and qualified guests. **There is no public access.**

5. **Term and Termination.** The term of this Agreement is for one (1) year from the last date signed below. Thereafter, the Agreement will automatically renew for successive one-year terms for a period of three (3) one-year renewals. This Agreement shall not last longer than four (4) years. Either AREA 41 or COUNTY may, by written notice to the other party, terminate this Agreement with 30 days notice of termination.

6. **Indemnification.** AREA 41 and the COUNTY shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses, including reasonable attorneys' fees, related to or arising out of their respective intentional malfeasance or negligent performances in connection with the work described in this Contract.

7. **Insurance.** INSURANCE: AREA 41 shall maintain general liability insurance in the amount of one million dollars ($1,000,000.00) per occurrence (minimum) and two million dollars ($2,000,000.00) aggregate. AREA 41 also shall maintain workers compensation insurance.

Both general liability and workers compensation insurance must be from an insurance carrier licensed to do business in the State of Montana. AREA 41 agrees to furnish proof of insurance to the COUNTY prior to commencing work under this agreement. The COUNTY must be listed as an additional insured on the general liability insurance certificate for this agreement. Insurance certificates will be attached to this agreement.

8. **Publicity.** AREA 41 may not use COUNTY's name or disclose this Agreement in publicity releases, advertising, or in any other manner.

9. **Modifications.** Any change or modification of this Agreement must be made only with the mutual written agreement of the Parties. This Agreement supersedes any prior written or oral agreement between the Parties.

10. **Consideration.** COUNTY will pay AREA 41 $1200.00 per year as consideration in exchange for the use of AREA 41's gun range.

11. **Assignment and Subcontract.** Neither party may assign this Agreement.

12. **Severability.** If any provision of this Agreement is found unenforceable, the Parties intend the remainder to be enforced as fully as possible and the unenforceable provision should be modified to most closely represent the Parties' intent.

13. **Waiver.** The failure of COUNTY or AREA 41 at any time to require performance by the other party of any provision of this Agreement will in no way affect the right of the party to enforce the same. The waiver by either COUNTY or AREA 41 of any instance of default or breach of any provision of this Agreement will not constitute a waiver of the provision itself. A one-time waiver of any provision in this Agreement will not constitute permanent waiver of the provision. Any waiver of any condition or provision of this Agreement must be in writing.

14. **Governing Law.** The laws of the State of Montana shall govern this agreement. The Parties agree to the exclusive jurisdiction of and venue in the First Judicial District Court of Montana.

15. **Entire Agreement.** The provisions of this Agreement are intended by the Parties as a final, complete, and exclusive expression of the terms of their agreement.

Exhibit A

AREA 41 VIGILANTES GUN RANGE
THE RULES

Firearm possession and usage pose serious and inherent danger if mishandled. Therefore, common sense and safety are required at all times. To better assure the wellbeing of shooters, visitors, customers, employees and the premises, all persons on Area 41 Vigilantes Gun Range property are required to obey the basic rules and policies stated herein.

1. All firearms for range use must be unloaded when entering or exiting the premises.
2. Always treat your firearm as if it's loaded.
3. The Range Master, and/or Chief Range Safety Officer on duty, exercises control over all personnel using this range.
4. Firearms on the firing line must be pointed downrange at all times.
5. Incendiary ammunition or exploding targets must have Area 41 manager approval before use.
6. A legal guardian or parent, 18 years or older must supervise minors under 18 years of age.
7. Wearing eye and ear protection is mandatory while on the shooting range. You are responsible for the correct application of your hearing and eye protection.
8. All alcoholic beverages are prohibited on the range.
9. No persons under the influence of alcohol and/or drugs, or who are intellectually and/or developmentally disabled, or who are restricted felons are allowed to use the range.
10. All persons before entering the shooting range must register with the range officer, to avoid conflict in schedules. (call (406) 594-4644, Mike Hossfeld).
11. Obey all range commands at once. If you are not sure of what to do Stop, Freeze and wait for instructions.
12. You may shoot at authorized targets only. Do not shoot at wildlife.
13. Cans, and bottles may only be used on approved Area 41 stands with proper disposal capabilities.
14. All exposed firearms on the benches must have their actions locked open, magazines removed, chambers unloaded and clear. Slides locked back.
15. All persons not going downrange to change targets, must remain behind the firing line during the ceasefire. Do not approach or handle anything on the benches during a ceasefire.
16. If a "Cease Fire" is called first unload your firearm, leave the action open, and set it down on your bench then step back from the firing line. Await further instructions.
17. Any person observing any violation of these rules or any dangerous situation is to notify the range safety officer at once ((406) – 594-4644, Mike). If you see something, Say something.
18. Creating a disturbance or violating any rule will result in loss of range privileges.
19. Never climb any vegetation area.
20. Always keep your finger off the trigger until you are ready to shoot.

21. You must be at least 18 years of age to use the range. If you are under 18 you must be with a parent or legal guardian who is a valid member of Area 41 gun club, with a valid ID who is over 21 years of age.
22. Member 18-20 years of age may shoot only long guns unless accompanied by a member over 21 years of age.
23. Area 41 reserves the right to inspect and deny use of any customer supplied ammunition, firearms, targets, etc. The following are prohibited: armor piercing, or tracer ammunition; personal image, (racially, facially, or politically identifiable silhouettes), disparaging, or inciting targets.
24. No rapid firing. Double taps are allowed.
25. Know how your firearm operates (i.e. controls and safety features); use only correct and reliable ammunition.
26. In the case of a firearm malfunction that you are unable to safely or effectively fix, promptly lay the firearm on the shooting bench with the muzzle pointed down range and notify Area 41 personnel.
27. Shoot at your target only- not range fixtures, equipment, walls, the floor, the ceiling, or other people's targets.
28. **All shooters are required to behave responsibly, safely, and civilly. If you observe any unsafe condition or action, please immediately report it to Area 41 personnel. ((406) 594-4644)**
29. Receptacles are provided for you to properly dispose of used targets and spent brass. Police up your area, if not brass or targets and you hauled it in, haul it out.
30. Exemptions to the range rules shall be made for law enforcement personnel operating in official capacity at approved law enforcement training. Approved law enforcement training shall be overseen by the law enforcement agency and shall require all participants to adhere to agency policy and procedure.

NOTE: Please advise Range Officer (Mike Hossfeld) of any repairs that are needed, or improvements that are desired. (406)-594-4644. We are looking for more ways to make your "shooting" experience enjoyable.

COUNTY:

Date: _____

_____
Andy Hunthausen, Chair
Board of County Commissioners
Lewis and Clark County

ATTEST:

_____
Amy Reeves, Clerk and Recorder

(Seal)

Date: 03/28/2024

Leo Dutton, Sheriff

Lewis and Clark County Sheriff's Office

AREA 41:

Date: 28 March 2024

Michael Hossfeld
Owner
Area 41 Vigilantes Gun Club

State of MT Montana
County of Lewis & Clark

This instrument was acknowledged before me on 3/28/2024 by Michael Hossfeld as Owner of Area 41 Vigilantes Gun Club.

Signature of Notarial Officer

(Seal)

ROBYN SIEGERS NOTARIAL SEAL STATE OF MONTANA

ROBYN SIEGERS
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
August 31, 2026

CONTRACT COVER SHEET

This form must be completed before the contract is transmitted to the contractor/consultant.
Include this completed form in Novus when submitting the contract for approval.
This form does not apply to grant awards, sub-awards, or intergovernmental agreements.

- Project Name/Novus Title: Agreement for Use of Gun Range
- Standard Lewis and Clark County contract template used: **YES** ◯ **NO** ◉
  - Legal has completed review of agreement: **YES** ◉ **NO** ◯
- Procurement method: Small Purchase - Quote ☑ **NOT APPLICABLE** ◯ **Explain in comment box**
  - For methods other than Small Purchase – Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
- Purchase is exempt/exception from standard procurement procedures, per county policy: **YES** ◯ **NO** ◉
  - **<u>If YES, provide exemption/exception request form.</u>**
- Budget Authority: **YES** ◉ **NO** ◯ **NOT APPLICABLE** ◯
- Is this a public works contract subject to prevailing wage requirements? "Public works contract" means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of $25,000? **YES** ◯ **NO** ◉
  - If YES, is project subject to $50,000 performance and payment bond? **YES** ◯ **NO** ◯
- Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** ◯ **NO** ◉
  *$80,000 or more, public funds being expended, and work done on publicly-owned property.
  - **<u>If YES, submit CGR form to Finance Department.</u>**
- Is this contract funded through a grant? **YES** ◯ **NO** ☒ **IF YES, COMPLETE NEXT PAGE.**

Additional comments:

Signatures:

Leo S. Dutton — 02-01-2024
Elected Official/Department Director — Date

[illegible] — 4/3/24
Purchasing Officer or Designee — Date

[illegible] — 4/3/24
Finance Officer or Designee — Date

AREA41V-01

BRIDGETTEUTERMOHLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NFP Property & Casualty Services, Inc.
1371 Hecla Drive
Suite E
Louisville, CO 80027

CONTACT NAME:
PHONE (A/C, No, Ext): (303) 951-5050
FAX (A/C, No): (303) 951-5060
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Area 41 Vigilantes
7075 Kansas Way
Helena, MT 59602

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			PHPK2579380	7/31/2023	7/31/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

service@phly.com 877-438-7459
Lines open Monday to Friday: 8.30am - 8.00pm EST

November Invoice

Area 41 Vigilantes
Account number 83973399

$23.00
ACH / Check Total

$23.69
Credit Card Total*
*Includes Convenience Fee

Invoice number: 2006396773 Date: 11/30/2023

Amount reflects both Past Due and Current Balance

Please pay $23.00

Visit **PHLY.com/myphly** to pay your invoice online by Electronic Funds Transfer (EFT).

Or detach the coupon on the last page and return with check made payable to:
Philadelphia Insurance Companies
PO Box 70251
Philadelphia, PA 19176-0251

Or call 877-438-7459 to make a single credit card or EFT payment.

Managing your policy

For coverage questions, policy changes or claims please contact your agent at:

NFP Property & Casualty Services Inc.
(303) 951-5050

To pay your invoice online or update your details access your account at **PHLY.com/myphly**

Balance breakdown

Amount	Due date
$23.00	12/21/2023
$0.00	Past due Pay immediately
$23.00	**Total due**

*** The following states are excluded from credit fees: CT and MA**

B

Your account summary

Current month breakdown

Product	Policy	Term / Bill plan	Premium charged ($)	Premium applied ($)	Current installment amount ($)	Taxes / surcharge ($)	Fees ($)	Payment / credits	Current balance due ($)
83973399 Area 41 Vigilantes									
Guides & Outfitters Pkg	PHPK2579380	07/31/23 - 24 Fixed Annual	955.00*	-932.00	23.00 1 of 1	0.00	0.00	0.00	**23.00**
	Endorsements *to be applied across remaining installments:*								
	1: : Amend GL Agg Limit: 2023-11-15		Added: 23.00	Return: 0.00					
			955.00	-932.00	23.00	0.00	0.00	0.00	23.00

Payments will be allocated towards these charges first

Total Balance: 23.00

Billing terms

Policy The program

Term The policy length

Product Identifies PHLY niche product group

Bill plan Full or interval payment plan applied to this policy. For Surety bonds, only Fixed Annual bill plan will be available

Premium charged Policy premium at inception plus any additional premium or return premium endorsements

Premium applied Payments or adjustments made to date

Current installment amount Divided portion of premium invoiced this month based on the Bill Plan

Taxes/surcharges and fees State imposed taxes or surcharges based on specific coverage and/or premium

Payment / credits Payments or adjustments made for the current month

Current balance due Total amount currently due

Notice A $5.00 monthly installment fee may be included. If payment is received after the invoice due date, a $25.00 late fee will be incurred (some states may vary)

Invoice Number: 2006396773
Account Number: 83973399
Billing Date: 11/30/2023
Amount Due: **$23.00**

Remittance Amount: $

PHILADELPHIA INSURANCE COMPANIES
A Member of the Tokio Marine Group
PO Box 70251 Philadelphia PA 19176-0251

Area 41 Vigilantes
7075 Kansas Way
Helena MT 59602-9003

PHILADELPHIA INSURANCE COMPANIES
PO BOX 70251
PHILADELPHIA PA 19176-0251

02006396773 00000008397339 9 1 20231130 20231221 00000000002300

Grant Task Order Amendment No. 1 to Task Order 24-07-7-11-147-0 Between Lewis and Clark County and Montana Department of Public Health and Human Services. (Drenda Niemann)

Presented By:

Summary:
The Commissioners will consider a grant task order amendment from the Montana Department of Public Health and Human Services to fund the wastewater surveillance program. The term has extended to June 30, 2026, and the amount has increased by $189,950 for a total of $271,850.

Legal Review Required:

LEWIS AND CLARK COUNTY
GRANTS APPROVAL FORM

Grant name:	Wastewater Testing
Grant/Contract number:	24-07-7-11-147-0
Funding source:	
Federal Agency:	CDC
State Agency:	MT-DPHHS
ARRA funding?	No
Award amount:	189,950.00
Hard Match required:	N/A
Soft Match required:	N/A
Indirect Cost Rate amount:	N/A
Grant/Contract Period:	**Start:** 7/1/2023 **End:** 6/30/2026
Catalog of Federal Domestic Assistance number:	93.323

Separate fund needed for accounting purposes?	No
Is this project in the current fiscal budget? *If no, fill out and attach supplemental budget amendment form.*	Yes
Are non federal assets (>$15,000) going to be purchased?	No
Are federal assets (>$5,000) going to be purchased?	No
Does Grant/Contract require interest to be earned?	No
Grant/Contract based on:	a reimbursement
Contact Person/Phone number:	Drenda Niemann 457-8910
County Department:	Health Department
County Assigned Project number:	WWTS24
Salaries to be paid by grant?	No

ATTACHMENTS:

Description	Type
WWS amendment	Contract

TASK ORDER AMENDMENT NUMBER ONE
TASK ORDER FOR
WASTEWATER TESTING
MASTER CONTRACT NUMBER HHS-PHSD-00000525
TASK ORDER NUMBER 24-07-7-11-147-0

This Task Order Amendment is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Lewis and Clark County ("Contractor"), Federal ID Number 81-6001383, UEI Number LV3VYFCZSK88, and 1930 9th Ave, Ste 2, Helena, MT 59601.

Effective 01/01/2024 this Task Order is amended as follows. Existing language has been struck; amended language underlined.

SECTION 3. TERMS OF TASK ORDER will be amended as follows:

A. The term of this Task Order for the purpose of delivery of services is from July 1, 2023 through ~~July 31, 2024~~ June 30, 2026.

B. Will remain unchanged.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK will be amended as follows:

A. The Contractor agrees to provide the following services:
1. Submit up to two weekly wastewater samples to the testing laboratory.
2. Submit weekly data files to ~~DPHHS~~ the Department with wastewater testing results by ~~the end of the day on Thursdays.~~ mid-day on Fridays.
3. Provide monthly invoice and expense reports for reimbursement, within 60 days of the date services were rendered. Invoices and expense reports should include the costs incurred by the Contractor for the lab tests and associated shipping costs~~.~~, the cost of specimen collection and shipping materials, shipping costs associated with shipping reusable from the Contractor or laboratory to the participating wastewater treatment plant, and sample collection and administrative fees.

B. The Department agrees to do the following:
1. and 2. will remain unchanged.
3. ~~Upload data files from local jurisdictions to the National Wastewater Surveillance System (NWSS) on a weekly basis, for purposes of being published on the public facing NWSS dashboard.~~ Upload the local wastewater surveillance data to a public facing dashboard weekly.

SECTION 5. CONSIDERATIONS, PAYMENTS, AND PROGRESS PAYMENTS, will be amended as follows:

A. In consideration of the services provided through this Task Order, the Department will pay the Contractor a maximum of ~~$81,900~~ $271,850.00 to collect and test samples from ~~2~~ two sites, as follows:

On a monthly basis over the ~~13~~ 36 months of this contract, the Department will pay the Contractor for a maximum of ~~one sample~~ two samples per week per site, up to ~~$600~~ $425 per sample if two samples are sent per week or $600 per sample if one sample is sent per week ~~a~~

~~sample~~ and shipping costs incurred for ~~specimen~~ sample submission. Sites where wastewater samples are collected must be approved by the Department.

Sample collection and shipping materials may be reimbursed up to $9,600 during the duration of this Task Order. Shipping costs associated with ordering new supplies and shipping back re-usable supplies to the wastewater treatment plant may also be reimbursed.

Administrative fees for sample collection may be reimbursed up to $100 per sample. This fee may cover sample collection costs incurred by the Contractor and/or the participating wastewater treatment plant and must be approved by the Department and clearly listed on the invoice.

The Department will pay the Contract for a maximum of one re-run sample due to quality control failures per site for the duration of this Task Order. The re-run sample must be approved by the Department.

B. All invoices must be received by the Department no later than 30 days following the Task Order end date of ~~July 31, 2024~~ June 30, 2026. Invoices received after 60 days will not be paid by the Department.

C. Remains the same.

SECTION 7. SOURCE OF FUNDS AND FUNDING CONDITIONS will be amended as follows:

The sources of the funding for this Task Order are ~~$81,900.00~~ $271,850.00 from 2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Application.

SECTION 8. CFR 200 REQUIREMENTS will be amended as follows:

The following information may be required pursuant to CFR 200 as outlined in Attachment D:

SECTION 10. LIAISON AND SERVICE OF NOTICES will be amended as follows:

A. ~~Rachel Hinnenkamp~~ Beth Hopkins, or their successor, will be the liaison for the Department. Contact information is as follows:

~~Rachel Hinnenkamp~~ Beth Hopkins
DPHHS PHSD Communicable Disease Epidemiology Section
PO Box 202951
Helena, MT 59620
Phone Number (406) 444-0273
~~Rachel.hinnenkamp@mt.gov~~ beth.hopkins@mt.gov

~~Dorota Carpenedo~~ Drenda Niemann, or their successor, will be the liaison for the Contractor. Contact information is as follows:

~~Dorota Carpenedo~~ Drenda Niemann
Lewis and Clark County
1930 9th Ave
Helena, MT 59601

Phone Number ~~(406) 457-8896~~ (406) 457-8910
~~dcarpenedo@lccountymt.gov~~ dniemann@lccountymt.gov

These above referenced liaisons serve as the primary contacts between the parties regarding the performance of this Task Order. The State's liaison and Contractor's liaison may be changed by written notice to the other party.

B. Will remains unchanged.

AUTHORITY TO EXECUTE

Each of the parties represents and warrants that this Task Order Amendment is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order Amendment, Task Order, and the Master Contract.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order Amendment on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Todd Harwell, PHSD Administrator

BY: _____ Date: _____
David Gerard, Executive Director

BY: _____ Date: _____
Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES OFFICE OF LEGAL AFFAIRS
Approved as to Legal content:

BY: _____ Date: _____
Attorney

CONTRACTOR, LEWIS AND CLARK COUNTY

BY: _____ Date: _____
Lewis & Clark County
Board of County Commission, Chair

ATTEST

On this ___ day of _____, 2024, I hereby attest the above-written signature of the Board of Lewis & Clark County Commissioners.

_____
Amy Reeves, Clerk & Recorder

ATTACHMENT B
INVOICE TEMPLATE AMENDMENT ONE

MONTANA COMMUNICABLE DISEASE EPIDEMIOLOGY

Invoice

Wastewater Surveillance

Jurisdiction: _____
Address: _____
_____
Contact Person: _____
Phone: _____

Month/Year: _____
Contract Number: _____

Date	Sample Description	Sample Cost	Shipping Cost	Line Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total Invoice:	**$0.00**

DPHHS will reimburse the Contractor for ~~a maximum of one sample per week per site, up to $600 a sample, and shipping cost incurred for specimen submission.~~
costs agreed upon in their individual wastewater surveillance Task Order with the Department. Sites where wastewater samples are collected must be approved by DPHHS.

A downloadable copy of this Wastewater Surveillance Invoice & Expense Report Submission Form can be found by scanning the QR Code here:

I certify the above costs are actual, necessary, and allowable for the performance of the agreement. There are no duplication of costs and the statement is mathematically correct.

(Double click to sign electronically) X _____

Please upload monthly invoice to Jotform within 60 days of the date services were rendered. Invoices after 60 days will not be paid by the Department.

ATTACHMENT C
ANNUAL FFATA AMENDMENT ONE

FFATA COMMON DATA ELEMENTS AND COMPENSATION REPORT

DPHHS-FB-180
Rev. 7/13/23

State of Montana
Department of Public Health and Human Services
Business and Financial Services Division

Federal Funding Accountability and Transparency Act
FFATA Summary: FFATA Common Data Elements Report
Section 1: Sub-Award Information Required for Reporting

This report must be completed upon contract obligation of >$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number	LV3VYFCZSK88	Provide subrecipient organization's 12-digit Data Universal Numbering System (UEI) number or Central Contractor Registration plus 4 extended UEI number.
FFATA-1-02	DPHHS Contract Number	24-07-7-11-147-0	Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	Grant Award Name	2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Application	Provide grant/award name assigned by the federal government (i.e. Child Abuse; VR-Independent Living; Immunization; Primary Care; Substance Abuse, etc).
FFATA-1-03	Subrecipient Name	Lewis and Clark County	Provide legal name of subrecipient as registered in the Central Contractor Registration (~~www.ccr.gov~~ www.sam.gov).
FFATA-1-04-A	Address Line 1	1930 9th Ave	Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2	Insert Address	
FFATA-1-04-C	City	Helena	

FFATA-1-04-D	State	MT	
FFATA-1-04-E	Zip+4	59601	
FFATA-1-04-F	Congressional District	02	01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number	93.323	If not known, DPHHS will complete.
FFATA-1-06	Total Contract	~~$81,900~~ $271,850.00	Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	Contract Period	7/1/2023-~~7/31/2024~~ 6/30/2026	Indicate project/grant period established in subaward document during which sponsorship begins and ends. For multi-year awards for a project/grant period (e.g., 5 years) funded in increments known as budget periods or funding periods, provide total project/grant period, not individual budget period or funding period.
FFATA-1-08-A	Primary Performance City	Insert Performance City	Provide City of primary performance.
FFATA-1-08-B	Primary Performance County	Insert Performance County	Provide County of primary performance.
FFATA-1-08-C	Primary Performance State	Insert Performance State	Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4	Insert Performance Zip	Provide Zip of primary performance.
FFATA-1-08-E	Congressional District	Insert Congressional District	Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency	Centers for Disease Control and Prevention	If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action	To monitor wastewater for pathogens	

State of Montana
Department of Public Health and Human Services
Business and Financial Services Division

Federal Funding Accountability and Transparency Act
FFATA Summary: FFATA Common Data Elements Report
Section 2: Officers/Executive Compensation Report

This section must be completed upon contract obligation of >$30,000 and yearly thereafter.

CONTRACT TITLE: Wastewater Testing Surveillance
DPHHS CONTRACT #: 24-07-7-11-147-0
UEI #: LV3VYFCZSK88
SUBMITTED BY: Insert Name and Title
INSERT DATE: Insert Submission Date
Is Subrecipient (Contractor) Exempt? Insert Yes or No

	Name	**Total Compensation**	**Title**
1.	Insert Name	Insert Amount	Insert Title
2.	Insert Name	Insert Amount	Insert Title
3.	Insert Name	Insert Amount	Insert Title
4.	Insert Name	Insert Amount	Insert Title
5.	Insert Name	Insert Amount	Insert Title

RETURN FFATA FORMS TO:
DPHHS
ATTN: BFSD-FFATA REPORTING
PO Box 4210
Helena, MT 59604-4210
or
e-Mail: hhsffata@mt.gov

DPHHS has compiled most of the information required on the FFATA forms. The remaining information must be provided by you, the contractor. Failure to provide this information will result in a delay in issuing payments and may be considered breach of the contract.

ATTACHMENT D
CFR 200 REQUIREMENTS AMENDMENT ONE

The following information may be required pursuant to CFR 200:

1. Sub recipient name	Lewis and Clark County	Lewis and Clark County
2. Sub recipient EUI	LV3VYFCZSK88	LV3VYFCZSK88
3. FAIN number	NU50CK000500	NU50CK000500
4. Federal award date	7/8/2022	05/25/2023
5. Federal award budget period start & end date	7/1/2023-6/30/2026	7/1/2023-6/30/2026
6. Total amount of funds obligated with this action	$7,350.00	$182,600.00
7. Amount of federal funds obligated to sub recipient	$89,250.00	$182,600.00
8. Total amount of the federal award	$89,250.00	$182,600.00
9. Project description	2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Application	2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Application
10. Award agency/pass-through entity/contact info:	CDC/DPHHS/PHSD, Deborah Gibson, debgibson@mt.gov, 406-444-5970	CDC/DPHHS/PHSD, Deborah Gibson, debgibson@mt.gov, 406-444-5970
11. CFDA/ALN number/name:	93.323 / Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323 / Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
12. Research and Development:	No	No
13. Indirect cost rate:	N/A	N/A

Resolution 2024-19 Ordering the Billing of 2023 Taxes to Collect Additional Mills. (Amy Reeves)

Presented By:

Summary:
The Commissioners will consider the resolution.

Legal Review Required:

ATTACHMENTS:

Description	Type
Staff Memo	Attachment
Resolution 2024-19	Resolution

Amy Reeves
Treasurer/Clerk and Recorder
(406) 447-8326

City-County Building
316 North Park/Room #139
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

Date: April 9, 2024

To: Board of County Commissioners

From: Amy Reeves, Treasurer / Clerk & Recorder

Subject: Billing of additional mills per Montana Supreme Court ruling

Before you today is a resolution to bill out the additional 17.3 mills ordered by the Montana Supreme Court. These mills were not originally included on the 2023 real estate and centrally assessed property tax bills per resolution 2023-93. The estimated cost of printing and mailing out bills for these additional mills is between $30,000 to $50,000 total.

Per a decision by the Montana Supreme Court, Lewis and Clark County is required to send out bills for the additional 17.3 mills. This resolution does not change that, but does affect how bills under $5 are handled.

On the original 2023 tax bill due to MCA 15-16-118, any taxpayer with a bill less than $5 is given a bill for their taxable amount, plus an administrative fee for a minimum tax bill of $5. By remitting the total amount that would have been received through these bills to the State of Montana, we are not only paying the State what the Montana Supreme Court has stated it is due, but we are also collecting the additional mills required in a fiscally responsible manner due to the following reasons:

- With extensive testing and working with the software vendor, we found the software could not meet all of our needs for this exceptional circumstance. The software is currently built in a manner that generates a second bill for anyone under this $5 amount. Due to the nature of MCA 15-16-118 and the administrative fee it requires, we have already collected enough to cover these additional mills from some taxpayers, as it was included in their original tax bill by assessing their property tax alongside the administrative fee. Should they be billed in the same manner as other property tax payers, they would be paying this tax twice.

- Considering the additional costs included in sending these bills out, mailing and processing costs makes sending out bills under $5 fiscally irresponsible. Foregoing mailing out the 3,760 bills under $5 is going to save time and taxpayers dollars on staff processing time and mailing costs by directly remitting this amount to the State of Montana. Estimated cost of collecting the $6,940.38 is about $10,000 - $12,000 based on our calculations.

The best option available at this time is to pay the State of Montana $6,940.38 directly for the 3,760 bills under $5. The remaining property tax bills will be a revised second half tax bill or a supplemental tax bill if the second half taxes have already been paid.

With these items in mind, it is up to the County Commissioners of Lewis and Clark County to determine how we proceed; by passing the resolution before you today, the Lewis and Clark County Treasurer will direct the county Property Tax Division to forego printing any property tax bills under $5 and the amount of $6,940.38 will be remitted directly to the State of Montana. If the resolution is not passed, then the Lewis and Clark County Treasurer will direct the county Property Tax Division to print property tax bills for all amounts due and process those bills as normal. Reguardless, the Lewis and Clark County Treasurer and the Lewis and Clark County Property Tax Division shall begin conducting the appropriate action to complete the collection of the required 17.3 mills.

RESOLUTION 2024 - 19

A RESOLUTION ORDERING THE BILLING OF 2023 TAXES TO COLLECT ADDITIONAL MILLS

Pursuant to the Montana Supreme Court ruling OP 23-0635, Lewis and Clark County must modify 2023 tax levies and create supplemental tax bills or recalculate second half tax bills to fulfill the Department of Revenue's request to levy 17.3 additional mills.

WHEREAS, the revised or supplemental billing of the 2023 real estate and centrally assessed tax bills will result in 3,759 bills being generated under $5 (five dollars); and

WHEREAS, the amount due to the State of Montana for real estate and centrally assessed tax bills less than

$5 is a total of $6,940.38 (six thousand nine hundred forty dollars and thirty-eight cents); and

WHEREAS, due to software constraints Lewis and Clark County will not bill out revised or supplemental tax bills for 2023 real estate or centrally assessed tax bills under $5; and

WHEREAS, Lewis and Clark County intends to remit the $6,940.38 to the State of Montana directly, instead of accruing more expenses by billing out those tax bills and incurring more costs to the taxpayers of Lewis and Clark County; and

WHEREAS, Lewis and Clark County intends to comply with the Court Order by collecting and disbursing to the Department of Revenue the additional 17.3 mills;

NOW, THEREFORE BE IT RESOLVED, by order of the Lewis and Clark County Board of Commissioners that the 2023 revised or supplemental real estate and centrally assessed tax bills for the collection of the additional 17.3 mills ordered by the Montana Supreme Court shall be created without creating 2023 revised or supplemental tax bill under $5.

Dated this ____day of April, 2024.

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

_____
Andy Hunthausen, Chair

ATTEST:

_____
Amy Reeves, Clerk of the Board

Abandonment of a Portion of Farm View Drive, Road 2023-003. (Phil Gonzalez)

Presented By:

Summary:
The Commissioners will consider the petition to abandon a portion of Farm View Drive, a County Road.

Legal Review Required:

ATTACHMENTS:

Description	Type
Staff Report	Staff Report

Lewis and Clark County
Community Development and Planning
316 N. Park Ave. Room 230
Helena, MT 59623
Phone: 406-447-8371
Fax: 406-447-8398
E-mail: pgonzalez@lccountymt.gov

S T A F F R E P O R T

Date: April 4, 2024
To: Board of County Commissioners
From: Phil Gonzalez, Planner II

RE: Abandonment of Farm View Drive, File ROAD2023-003.

PETITIONER:
Chad Bachmeier
P.O. Box 6877
Helena, MT 59604-6877

REPRESENTATIVE:
Tony Prothero, P.E.
J Bar T Engineers, LLC
1229 E. Lyndale
Helena, MT 59601

Board of County Commissioner Hearing: Tuesday, April 09, 2024 at 9:00 a.m.

EXECUTIVE SUMMARY:
The petitioner seeks to abandon a portion of Farm View Drive, a County Road. Farm View Drive is located within the Bachmeier Subdivision, created upon platting December of 2006. In making its determinations, the Board of County Commissioners (BoCC) should consider public comment, Staff's recommendation and related information contained herein, and any additional information presented at the meeting. In reviewing proposed abandonment, the BoCC is charged with making the determinations as set forth in Title 7, Chapter 14, Part 26, Montana Code Annotated, and noted below to determine whether approval of the abandonment would:

affect or impair the access of private landowners;
affect the public's access to public lands or waters;
affect the right of any public utility to continue to maintain its equipment; and
be done without detriment to the public interest.

REQUEST:
Abandon a portion of Farm View Drive, a County Road.

STAFF RECOMMENDATION:
Approval.

LOCATION:
Farm View Drive is generally located north of HWY 12 and South of Spokane Ranch Road within the Bachmeier Minor Subdivision. Farm View Drive intersects HWY 12 and extends north (COS #3120414).

BACKGROUND:
Farm View Drive was dedicated as a public access and utility easement, upon the platting of the Bachmeier Minor Subdivision, December 28, 2006. The physical road (Farm View Drive) was removed by the Montana Department of Transportation as part of a safety project which combined two approaches into one onto the east side of Lot 2 of the Bachmeier Minor Subdivision. The Commission has previously considered the Amended Plat of the Bachmeier Minor Subdivision, thereby conditioned the actions to declare the road a County Road, and abandon a portion of Farm View Drive, to accurately reflect the new approach configuration.

The petitioner Chad Bachmeier submitted an application, Road2023-003, to abandon Farm View Drive on December 08, 2023. On December 21, 2023, the BoCC approved Resolution 2023-104, a resolution to declare Farm View Drive a County Road. On December 21, 2023, the BoCC ordered an investigation into the petition to abandon a portion of Farm View Drive. On January 3, 2024, Board of County Commissioner, Candace Payne, Director of Public Works, Jenny Chambers, and Phil Gonzalez, County Planner, conducted an investigation on-site of the abandonment of Farm View Drive.

A 30-day Agency Comment period was held to determine if the abandonment of a portion of Farm View Drive would affect operations or plans of utility companies. Northwestern Energy responded stating the abandonment would not affect their operations or plans.

A 15-day public noticing period was held noticing a Public Hearing in front of the Lewis and Clark County Commission. A sign was posted on site, adjacent properties were mailed a notice and two postings within the Helena Independent Record to ensure adequate public notice requesting comment on the abandonment of Farm View Drive.

DISCUSSION:
Lewis and Clark County received a petition to abandon a portion of Farm View Drive. Pursuant to 7-14-2615, the Board of County Commissioners may abandon a County Road.

STAFF RECOMMENDATION:
Staff recommends approval of the abandonment of a portion of Farm View Drive subject to the following conditions:

1. The Applicant, their successors and assigns at the Applicant's expense, shall cause the recordation of a Certificate of Survey, with the applicable State survey requirements; in addition the survey shall show and describe the following:
    a. Show abandoned portion of 60' wide Farm View Drive;

   b. Show the resolution identification reference to abandon a portion of Farm View Drive.
2. Prior to the recordation of the Certificate of Survey, the Applicant, their successors and assigns at the Applicant's expense, shall:
   a. Provide current documentation showing that the Applicants are the lawful owners of the property and showing the names of lien holders or claimants of record.
3. This preliminary approval shall be effective for not more than two (2) calendar years.

ATTACHMENTS

A: Resolution No. 2023-104
B: Bachmeier Minor Subdivision, COS No. 3120414

ATTACHMENT A

RESOLUTION 2023 - 104

A RESOLUTION TO DECLARE FARM VIEW DRIVE A COUNTY ROAD

WHEREAS, the Board of County Commissions has the authority to declare a dedicated public access easement a County Road pursuant to 7-14-2101(4)(b)(ii), MCA; and

WHEREAS, the Bachmeier Minor Subdivision, was recorded on December 28, 2006, and created the 60' wide Public Access and Utility Easement shown on Certificate of Survey Number 3120414.

WHEREAS, the County received a request from the owner of Lot 2 of the Bachmeier Minor Subdivision to make Farm View Drive a County Road.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners:

1. That the Board hereby declares Farm View Drive of the Bachmeier Minor Subdivision, a County Road, as the road is shown on the final plat of the Bachmeier Minor Subdivision, COS No. 3120414.

DATED this 21ST day of December, 2023.

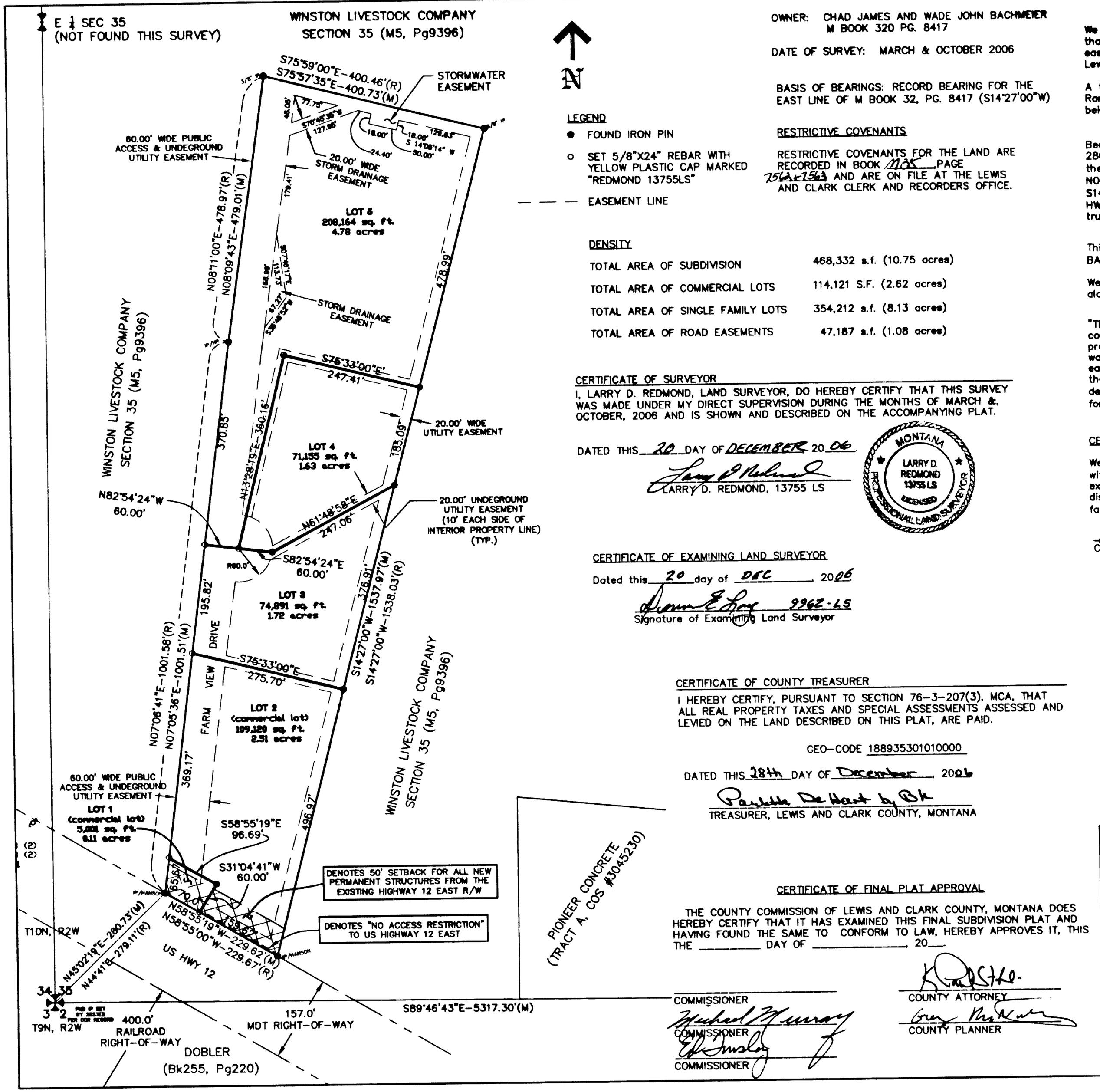
LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Tom Rolfe, Chair

Attest:

Amy Reeves, Clerk of the Board

3419257 B: M62 P: 8148 COUNTY
12/21/2023 12:58 PM Pages: 1 of 1 Fees: 0.00
Amy Reeves Clerk & Recorder. Lewis & Clark MT



OWNER: CHAD JAMES AND WADE JOHN BACHMEIER
M BOOK 320 PG. 8417

DATE OF SURVEY: MARCH & OCTOBER 2006

BASIS OF BEARINGS: RECORD BEARING FOR THE EAST LINE OF M BOOK 32, PG. 8417 (S14°27'00"W)

LEGEND

- ● FOUND IRON PIN
- ○ SET 5/8"X24" REBAR WITH YELLOW PLASTIC CAP MARKED "REDMOND 13755LS"
- — — — EASEMENT LINE

RESTRICTIVE COVENANTS

RESTRICTIVE COVENANTS FOR THE LAND ARE RECORDED IN BOOK 1135, PAGE 750 & 753 AND ARE ON FILE AT THE LEWIS AND CLARK CLERK AND RECORDERS OFFICE.

DENSITY

TOTAL AREA OF SUBDIVISION	468,332 s.f. (10.75 acres)
TOTAL AREA OF COMMERCIAL LOTS	114,121 S.F. (2.62 acres)
TOTAL AREA OF SINGLE FAMILY LOTS	354,212 s.f. (8.13 acres)
TOTAL AREA OF ROAD EASEMENTS	47,187 s.f. (1.08 acres)

CERTIFICATE OF SURVEYOR

I, LARRY D. REDMOND, LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION DURING THE MONTHS OF MARCH &, OCTOBER, 2006 AND IS SHOWN AND DESCRIBED ON THE ACCOMPANYING PLAT.

DATED THIS 20 DAY OF DECEMBER 20 06.

LARRY D. REDMOND, 13755 LS

MONTANA LARRY D. REDMOND 13755 LS LICENSED PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF EXAMINING LAND SURVEYOR

Dated this 20 day of DEC, 2006

9962-LS
Signature of Examining Land Surveyor

CERTIFICATE OF COUNTY TREASURER

I HEREBY CERTIFY, PURSUANT TO SECTION 76-3-207(3), MCA, THAT ALL REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE LAND DESCRIBED ON THIS PLAT, ARE PAID.

GEO-CODE 188935301010000

DATED THIS 28th DAY OF December, 2006

Pauletta DeHaut by BK
TREASURER, LEWIS AND CLARK COUNTY, MONTANA

CERTIFICATE OF FINAL PLAT APPROVAL

THE COUNTY COMMISSION OF LEWIS AND CLARK COUNTY, MONTANA DOES HEREBY CERTIFY THAT IT HAS EXAMINED THIS FINAL SUBDIVISION PLAT AND HAVING FOUND THE SAME TO CONFORM TO LAW, HEREBY APPROVES IT, THIS THE _____ DAY OF _____, 20__.

COMMISSIONER

COMMISSIONER

COMMISSIONER

COUNTY ATTORNEY

COUNTY PLANNER

CERTIFICATE OF DEDICATION

We the undersigned owners, do hereby certify, as owners of the property, that we have caused to be surveyed, subdivided and platted into lots and easements as shown by this plat the following described tract of land in Lewis and Clark County, Montana to wit:

A tract of land in the Southwest Quarter of Section 35, Township 10 North, Range 2 West, Principal Meridian Montana, Lewis and Clark County, and being more particularly described by metes and bounds as follows:

Beginning at the southwest corner of said Section 35; thence N45°02'19"E 280.73 ft. to a point on the north right of way line of US HWY 12 and the true point of beginning; thence N07°05'36"E, 1001.51 ft. thence N08°09'43"E, 479.01 ft.; thence S75°57'35"E, 400.73 ft.; thence S14°27'00"W, 1537.97 ft. to a point on the north right of way line of US HWY 12; thence along said right of way N58°55'19"W, 229.62 ft. to the true point beginning.

This tract contains 10.75 acres and is to be known and designated as BACHMEIER (FARM VIEW ESTATES) MINOR SUBDIVISION.

We, hereby establish the public access and underground utility easements along lot lines as shown and described on this plat.

"The undersigned hereby grants unto each and every person, firm or corporation, whether public or private, providing an offering to provide telephone, telegraph, electric power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as "Utility Easement" to have and hold forever."

CERTIFICATE OF EXEMPTION - LOT 1

We hereby certify that Lot 1 is exempt from DEQ review in accordance with ARM 17.36.605(2)(a) because it is "a newly created parcel without existing facilities for water supply, wastewater disposal or solid waste disposal, and water supply, wastewater disposal or solid waste disposal facilities will not be constructed on the parcel."

CHAD JAMES BACHMEIER

WADE JOHN BACHMEIER

State of Montana
County of Lewis and Clark
On this 27 day of December in the year 2006 before me appeared Chad James Bachmeier + Wade John Bachmeier known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

MARGARET S. MITCHELL NOTARY PUBLIC State of Montana Residing at Clancy, Montana My Commission Expires September 15, 2007 SEAL

Notary Public for the State of Montana
Printed name
Residing at Clancy Montana
My Commission expires 9-15-2007

3120414
Page: 1 of 10
12/28/2006 10:42A
Lewis & Clark County COS

FINAL PLAT OF BACHMEIER (FARM VIEW ESTATES) MINOR SUBDIVISION

0 60 120 240
1 inch = 120 ft.

1/4	Sec.	T	R
X	35	10N	2W

COUNTY: LEWIS AND CLARK P.M.M.

STAHLY ENGINEERING & ASSOCIATES, INC. EST 1970

STAHLY ENGINEERING & ASSOCIATES
Professional Engineers & Surveyors
3530 Centennial Dr.
Helena, MT. 59601
(406) 442-8594

DATE: 10-4-06
REVISED: 12-19-06
DWG.: 1478-001

SHEET NO.
1 OF 1

ATTACHMENT B

Abandonment of a Portion of Farm View Drive Road2023-003 5 of 5