

A.3 Contract: The Contract between the County and the Contractor.

B. CONTRACTOR RESPONSIBILITIES

- B.1** Contractor must provide detailed guidance on compliance with all applicable federal, state, and local laws and regulations governing drone detection and counter-unmanned aircraft systems (counter-UAS) operations. This includes, but is not limited to, Federal Aviation Administration (FAA) rules, Federal Communications Commission (FCC) restrictions on signal interception and transmission, Department of Justice (DOJ) or Department of Homeland Security (DHS) authorizations, and California state privacy and surveillance laws. The Contractor will recommend policies or procedures the County should adopt to ensure ongoing compliance and coordination with federal authorities.
- B.2** Contractor shall perform all services, including work, installation, system design, implementation, warranty and ongoing support associated with the proposed solution, directly and in-house, and shall not subcontract any portion of these services.
- B.3** Contractor shall provide consultation services. These consultation hours should include both the initial deployment phase and ongoing maintenance or compliance assessments to ensure that all facilities continue to meet applicable technical, security, and legal requirements.
- B.4** Contractor will provide periodic reviews, updates, and staff advisement to maintain full operational and regulatory compliance throughout the system’s lifecycle.
- B.5** Contractor will provide on-site, and virtual training and technical support based on staffing needs.
- B.6** Contractor will provide training that includes a security and threat analysis/gap assessment, location-specific tactics and procedure development, and basic troubleshooting and maintenance procedures.
- B.7** Contractor will provide maintenance and support of all hardware and software throughout the contract term.
- B.8 Deliverables/Requirements**

Contractor shall provide the products specified herein or otherwise agreed to in writing by the County.

- B.8.1** Provide an all-inclusive System using a centralized software platform.
- B.8.2** Ensure installation is all-inclusive. Notwithstanding the foregoing, Contractor does not provide or coordinate installation of either low-voltage, high-voltage, or mounting. However, Contractor will provide specifications and site planning.
- B.8.3** Provide twelve (12) RF-360 RF and Wi-Fi classification sensors with direction-finding.
- B.8.4** Provide three (3) RF-560 Sensors.
- B.8.5** Provide five (5) AXIS Q6225-LE PTZ Cameras.
- B.8.6** Install noted hardware in the following locations:
 - B.8.6.1** Location 1: CVJDAC
 - a. (5) RF- 360 Sensors
 - b. (1) RF- 560 Sensor
 - c. (2) PTZ Cameras

B.8.6.2 Location 2: ARISE SYTF
a. (5) RF- 360 Sensors
b. (1) RF- 560 Sensor
c. (2) PTZ Cameras

B.8.6.3 Location 3: SOAR
a. (2) RF- 360 Sensor
b. (1) RF- 560 Sensor
c. (1) PTZ Camera

B.8.7 Provide Drone Tracker software, ongoing feature enhancements, DroneDNA updates, and support for all RF-360, RF 560 Sensors, and PTZ cameras throughout the contract term.

B.8.8 Provide initial and ongoing guidance and training on any certifications, licenses, or authorizations required by County employees to operate, monitor, or maintain the drone detection system. Training will include a recorded, in-person training session and access to virtual, on-demand training and materials for continued education and onboarding of new personnel. Training content must remain current with evolving regulatory, technical, and operational standards and provide updates as necessary to sustain compliance and operational readiness.

B.8.9 Provide a System that incorporates data from a variety of types of sensors to identify, classify, detect, and track.

B.8.10 Provide a Radio Frequency (RF) based System that passively and continuously scans to detect unique communication signals used by commercial drones without creating false positives.

B.8.11 Provide the capability to provide projected flight path leveraging data from various sensors.

B.8.12 Provide the capability to leverage radio frequency-based tracking to identify and track the drone and controller in real-time. *Real-time is defined as when the drone is in flight or in use.

B.8.13 Provide the ability to incorporate and analyze data from camera, or other sensors that exist today or in the future.

B.8.14 Provide the capability to configure and differentiate systems to gather data and alarm by zone

B.8.15 Store alert details for forensic evaluation and analysis for up to three (3) months for unflagged, routine drone activity. Retention may be longer if needed for investigations, compliance, or legal purposes.

B.8.16 Provide the capability to alert security personnel via email and SMS when a drone is detected within a configured zone.

B.8.17 Provide the capability to interface to external C2 systems through an integrated Application Programming Interface (API).

B.8.18 Provide the capability to interface with external mitigation systems, where legally permitted.

B.8.19 Provide for the software solution to be hosted in the cloud or on premises.

B.8.20 Provide constant update signature database ability.

- B.8.21** Provide the capability to leverage both Phased Difference of Arrival (PDOA) and Angle of Arrival (AOA) in a single sensor.
- B.8.22** Provide the ability to track multiple drones (up to but not limited to 5 drones) at one time.
- B.8.23** Provide Radio frequency (RF) detection with a 5 kilometer radius across frequency bands from 1Mhz to 63 Ghz for drones and drone controllers using variety of protocols including but not limited to Lightbridge, Ocusync, Autel, Yuneec, WiFi, Hubsan, Graupner, Mavlink and other drones.
- B.8.24** Maintain and constantly update an extensive drone library that can detect, but not limited to, a minimum of 60 manufacturers, 200 plus drone SKU (stock keeping units), and 80 plus drone controller types at no cost to the County.
- B.8.25** Leverage radio frequency-based tracking to identify the drone's location and the controller.
- B.8.26** Ensure the system is completely passive and able to track the drone without decoding the drone communication signal.
- B.8.27** Ensure it does not interfere with the operation of the Managed Access System (MAS) operating at any location where the drone detection system may be installed.
- B.8.28** Provide a system with the ability to be mounted in a fixed location.
- B.8.29** Provide an Axon DEDrone AI Connector with associated components.
- B.8.30** Provide all Deliverables/Requirements at the following locations:
 - B.8.30.1** Central Valley Juvenile Detention and Assessment Center (CVJDAC)
900 E. Gilbert Street, San Bernardino, CA 92415-0941
 - B.8.30.2** A Restorative Integration for Successful Engagement (ARISE) Secure Youth Treatment Facility (SYTF)
21101 Dale Evans Parkway, Apple Valley, CA 92307-9356
 - B.8.30.3** Successful Outcomes for Achieving Responsibility (SOAR)
740 E. Gilbert Street, San Bernardino, CA 92415

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference. This Contract will also be subject to Contractor's Master Services and Purchasing Agreement, attached hereto as Exhibit B and incorporated by reference. In the event of a conflict between the terms herein and Exhibit B, the terms in Exhibit B will govern as to that provision.

C.2 Contract Amendments

Both parties agree that any alteration, variation, modification, or waiver of the provisions of the Contract shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Neither party will assign this Contract either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

The contract is governed by California law and silent on the payment of attorney fees.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within thirty (30) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, must be communicated in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within three (3) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Chief Probation Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the Contractor's willful misconduct or negligent acts or the willful misconduct or negligent acts of its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract whenever practicable or commercially reasonable. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event of any dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute,

claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, promptly give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Reserved

C.29 Reserved

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract for a period of three (3) years and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or the relationship between the parties may be made or used without prior written approval of the other party.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor will not enter into contracts with or otherwise engage any subcontractors in providing the Services under this Contract to County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination

See Exhibit B.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District. The parties expressly agree that either party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

The Contractor shall retain all right, title, and interest in and to any pre-existing or independently developed intellectual property, including but not limited to trademarks, patents, copyrights, proprietary methodologies, software, designs, concepts, layouts, and all related materials (Contractor IP). Submission of materials in response to the County's Request for Proposal No. PROB26-PROB-6362 Drone Detection System (RFP) does not transfer or assign ownership of any Contractor IP to the County. The County shall use the Contractor's proposal materials solely for the purpose of evaluating the Contractor's response to the RFP. No other rights, including rights to reproduce, modify, distribute, or create derivative works, are granted unless expressly agreed to in a mutually executed contract.

C.45 Reserved

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 Reserved

C.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C. 49 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

C.50 Reserved

C.51 Reserved

C.52 Reserved

C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

C.54 Use of Biobased Products (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

C.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

C.56 Reserved

D. TERM OF CONTRACT

This Contract is effective as of June 24, 2026 and expires June 23, 2031 but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 Designate a project manager/point of contact.

E.2 Provide access to all installation locations and facilities during agreed working hours.

E.3 Provide security clearance or escort where required.

E.4 Coordinate scheduling with vendor installation and support teams.

E.5 Participate in planning, testing and acceptance activities.

F. FISCAL PROVISIONS

F.1 The maximum amount of reimbursement under this Contract shall not exceed \$1,440,731.60 for the term of the Contract. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. Invoices shall be issued with a net sixty (60) day payment term with corresponding Purchase Order and/or Contract number stated on the invoice.

F.2 Payment shall be based on costs quoted on Attachment A. Payments will be made only for product and services authorized by the County and satisfactorily delivered by Contractor.

F.2 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.3 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F.4 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

F.5 Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

F.6 Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that

Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782 or if the claims are based on (a) modification of Axon Products by County or a third-party not approved by Contractor; (b) use of Axon Products in combination with hardware or services not approved by Contractor; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Contractor..

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated

or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

G.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.

- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.11.6 **Reserved**

G.11.7 **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

G.11.8 **Reserved**

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Terminate this Contract immediately in accordance with Section 17 of Exhibit B herein.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County
Chief Probation Officer
San Bernardino County Probation Department
175 West 5th Street, 4th Floor
San Bernardino, CA 92415-0460*

*Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale, AZ 85255*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

B
y _____
Deputy

Axon Enterprise, Inc.

(Print or type name of corporation, company, contractor, etc.)

B
y ► _____
(Authorized signature - sign in blue ink)

Name Robert E. Driscoll, Jr.

(Print or type name of person signing contract)

Title Deputy General Counsel

(Print or Type)

Dated: _____

Address 17800 N. 85th Street

Scottsdale, AZ 85255

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Maria Insixiengmay, Deputy County
Counsel

Reviewed for Contract Compliance

►

Reviewed/Approved by Department

►
Tracy Reece, Chief Probation Officer

Date _____ | Date _____ | 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

ATTACHMENT A

Q-798938-46128JW
 Issued: 04/16/2026



Quote Expiration: 11/04/2026
 Estimated Contract Start Date: 07/01/2026

Account Number: 302836
 Payment Terms: N60
 Mode of Delivery: AUTO-GND
 Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
San Bernardino County Probation Dept. - CA 9478 Etiwanda Ave Rancho Cucamonga, CA 91739-9662 USA	San Bernardino County Probation Dept. - CA 268 W Hospitality Ln San Bernardino CA 92415-0901 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chas Ackman Phone: Email: cackman@axon.com Fax:	Jason Swims Phone: (909) 387-5693 Email: jason.swims@prob.sbcounty.gov Fax: (909) 387-5626

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,407,871.60
ESTIMATED TOTAL W/ TAX	\$1,440,731.60

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jun 2026	\$424,000.00	\$32,860.00	\$456,860.00
Jul 2026	\$983,871.60	\$0.00	\$983,871.60
Total	\$1,407,871.60	\$32,860.00	\$1,440,731.60

Quote Unbundled Price: \$1,407,871.60
 Quote List Price: \$1,407,871.60
 Quote Subtotal: \$1,407,871.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
102105	AXON DEDRONE - UNIVERSAL POLE MOUNT - CAMERA	5			\$200.00	\$200.00	\$1,000.00	\$77.50	\$1,077.50
102112	AXON DEDRONE STANDARD PTZ CAMERA	5			\$7,000.00	\$7,000.00	\$35,000.00	\$2,712.50	\$37,712.50
102095	AXON DEDRONE RF-560 (9003 ATT US)	3			\$30,000.00	\$30,000.00	\$90,000.00	\$6,975.00	\$96,975.00
102038	AXON DEDRONE AI CONNECTOR 1.0 (US)	5			\$20,000.00	\$20,000.00	\$100,000.00	\$7,750.00	\$107,750.00
102089	AXON DEDRONE RF-360 (9003 ATT US)	12			\$16,500.00	\$16,500.00	\$198,000.00	\$15,345.00	\$213,345.00
A la Carte Software									
102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	60		\$1,356.16	\$1,356.16	\$81,369.60	\$0.00	\$81,369.60
102215	AXON DEDRONE - DEDRONETRACKER.AI CAMERA SOFTWARE	5	60		\$904.10	\$904.10	\$271,230.00	\$0.00	\$271,230.00
102205	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE HOSTED	15	60		\$678.08	\$678.08	\$610,272.00	\$0.00	\$610,272.00
A la Carte Services									
102201	AXON DEDRONE - INSTALL SERVICES	6			\$3,500.00	\$3,500.00	\$21,000.00	\$0.00	\$21,000.00
Total							\$1,407,871.60	\$32,860.00	\$1,440,731.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	102038	AXON DEDRONE AI CONNECTOR 1.0 (US)	5	1	06/01/2026
A la Carte	102089	AXON DEDRONE RF-360 (9003 ATT US)	12	1	06/01/2026
A la Carte	102095	AXON DEDRONE RF-560 (9003 ATT US)	3	1	06/01/2026
A la Carte	102105	AXON DEDRONE - UNIVERSAL POLE MOUNT - CAMERA	5	1	06/01/2026

A la Carte	102112	AXON DEDRONE STANDARD PTZ CAMERA	5	1	06/01/2026
------------	--------	----------------------------------	---	---	------------

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	102205	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE HOSTED	15	07/01/2026	06/30/2031
A la Carte	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	07/01/2026	06/30/2031
A la Carte	102215	AXON DEDRONE - DEDRONETRACKER.AI CAMERA SOFTWARE	5	07/01/2026	06/30/2031

Services

Bundle	Item	Description	QTY
A la Carte	102201	AXON DEDRONE - INSTALL SERVICES	6

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	9478 Etiwanda Ave	Rancho Cucamonga	CA	91739-9662	USA

Payment Details

Jun 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	102038	AXON DEDRONE AI CONNECTOR 1.0 (US)	5	\$100,000.00	\$7,750.00	\$107,750.00
Invoice Upon Fulfillment	102089	AXON DEDRONE RF-360 (9003 ATT US)	12	\$198,000.00	\$15,345.00	\$213,345.00
Invoice Upon Fulfillment	102095	AXON DEDRONE RF-560 (9003 ATT US)	3	\$90,000.00	\$6,975.00	\$96,975.00
Invoice Upon Fulfillment	102105	AXON DEDRONE - UNIVERSAL POLE MOUNT - CAMERA	5	\$1,000.00	\$77.50	\$1,077.50
Invoice Upon Fulfillment	102112	AXON DEDRONE STANDARD PTZ CAMERA	5	\$35,000.00	\$2,712.50	\$37,712.50
Total				\$424,000.00	\$32,860.00	\$456,860.00
Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	102201	AXON DEDRONE - INSTALL SERVICES	6	\$21,000.00	\$0.00	\$21,000.00
Invoice Upon Fulfillment	102205	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE HOSTED	15	\$610,272.00	\$0.00	\$610,272.00
Invoice Upon Fulfillment	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	\$81,369.60	\$0.00	\$81,369.60
Invoice Upon Fulfillment	102215	AXON DEDRONE - DEDRONETRACKER.AI CAMERA SOFTWARE	5	\$271,230.00	\$0.00	\$271,230.00
Total				\$983,871.60	\$0.00	\$983,871.60

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement executed by the parties. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Rewrite Estimates

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

Refresh Shipment Timing

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

Shipment Timing

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

San Bernardino County

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

