



**Town of Orange Park**  
**Town Council Meeting**  
**Tuesday, June 23, 2026**  
**7:00 PM**  
**Agenda**

1. Call to Order & Roll Call-Mayor Sandlin
2. Invocation & Pledge of Allegiance-Mayor Sandlin
3. Mayor Comments
4. Presentations
  - a. Pinning Ceremony-Deputy Fire Chief Danny Legge
  - b. Proclamation: Semiquincentennial Anniversary of the Declaration of Independence
5. Audience Comments on Non-Agenda Items (*Public Comment-3 Minutes Per Speaker*)
6. Consent Agenda
  - a. Approval of the Council Minutes of the Regular Meeting Dated June 2, 2026
  - b. Approval of the Council Minutes of the Special Meeting Dated June 8, 2026
7. New Business (*Public Comment-5 Minutes Per Speaker*)
  - a. **Resolution No. 15-26 (Public Hearing):** Adopting a Five-Year Capital Improvement Plan
  - b. Approval of an Agreement for Human Resources Consulting Services with CPS HR Consulting
  - c. Town Manager Search: Review and Approval of Executive Recruitment Brochure and Selection of Project Schedule
  - d. **Ordinance No. 06-26 (First Reading and Discussion Only):** Third Amendment to the Fiscal Year 2025/26 Budget
  - e. **Ordinance No. 07-26 (First Reading and Discussion Only):** Amendment to the Police Officers' Pension Plan to Reduce the Member Contribution Rate
  - f. **Resolution No. 16-26:** SJRWMD & FDEP Application for Permit Fee Reduction
  - g. Approval of Special Event Agreement with Moosehaven for the Fourth of July Celebration
  - h. Design of Shaw Pond Expansion and Dudley Branch Dredging
  - i. Approval of an Agreement with Axon Enterprise, Inc. for Body Worn Cameras
  - j. Approval of Policy POL-GG-2026-1: Committee Training Guidelines Policy
  - k. Appointment of Member to Seat 2 on the Environmental Quality Board
8. Town Manager Reports
9. Attorney Reports
  - a. 2026 Legislative Session Report
10. Councilmember Reports/Comments
11. Adjournment

12. Next Scheduled Council Meetings

- a. July 21, 7PM
- b. August 4, 7PM
- c. September 1, 7PM

**PROCLAMATION**

**WHEREAS**, on July 4, 2026, our nation will commemorate the Semiquincentennial anniversary of the signing of the Declaration of Independence; and

**WHEREAS**, the journey toward this historic milestone is an opportunity to reflect on our nation's past, honor the contributions of all Americans, and look ahead to the future generations who will carry forward the ideals of democracy and individual liberty that make the United States a unique nation in the world community; and

**WHEREAS**, we remember General John McIntosh (c. 1756-1826), a Revolutionary War Patriot who bought Laurel Grove Plantation from Zephaniah Kingsley and for whom McIntosh Avenue is named; and

**WHEREAS**, we honor General McIntosh for his sacrifice and that of his family as they served in the efforts to form the United States of America 250 years ago and helped to settle the great state of Florida.

**WHEREAS**, the National Society Daughters of the American Revolution (DAR) is a non-political women's service organization, established in 1890, whose members are lineally descended from Patriots of the American Revolution; and

**WHEREAS**, through the President General's leadership, over the next three years, all Daughters will "Illuminate Our Legacy" through commemorating the 250th anniversary of the United States of America with intention and purpose by reflecting on the values of liberty, democracy, and the sacrifices made by those who came before us; and

**WHEREAS**, from the 250th anniversary of the Boston Tea Party in 2023 until the 250th anniversary of the signing of the Treaty of Paris in 2033, Daughters are celebrating our nation's rich history and diversity of experience by honoring all men and women who achieved American independence; and

**WHEREAS**, these Patriots, believing in the noble cause of liberty fought valiantly to establish a new nation;

**NOW, THEREFORE**, the Orange Park Town Council commends this commemoration to all our Town of Orange Park, Clay County, Florida residents.

***PASSED AND DULY ADOPTED*** in regular session this 23rd day of June 2026.

\_\_\_\_\_  
Winnette Sandlin, Mayor

*ATTEST:*

\_\_\_\_\_  
Courtney Russo, Town Clerk



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**Town of Orange Park  
Town Council Meeting  
Tuesday, June 2, 2026  
7:00 P.M.  
Minutes **DRAFT****

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Mayor Winnette Sandlin called the Orange Park Town Council meeting to order in the Town Hall Council Chambers at 7:00 p.m.

Other Councilmembers present were Vice-Mayor Doug Benefield, Councilman Randy Anderson, Councilman Kenneth Vogel, and Councilman Glenn Taylor. Also in attendance were Interim Town Manager Gary Goble, Assistant Police Chief Cody Monroe, Attorney Lawsikia Hodges of Smith, Gambrell & Russell and Town Clerk Courtney Russo.

The invocation was given by Councilman Taylor, followed by the Pledge of Allegiance.

**MAYOR COMMENTS**

The Mayor encouraged residents to support local businesses by shopping within the Town. She then announced that the Florida Legislature passed a property tax relief proposal during a special session, which will appear on the November 2026 ballot. If approved, the amendment would increase the maximum homestead exemption to \$150,000 in 2027 and \$250,000 in 2028. While this would eliminate property taxes for roughly 60% of Florida homeowners, she warned it would significantly reduce municipal revenues, which rely on property taxes for about 43% of their general funds. She noted this would impact Orange Park's revenues and the local services provided to residents.

To prepare for these potential changes during the current 2026–2027 budget planning, the Mayor directed Town Manager Mr. Goble, the Finance Director, and the Town Attorney to review the proposal. They are requested to provide a high-level overview of the financial and operational impacts at the next Council meeting.

**RECOGNITION OF TEACHER OF THE YEAR – DOROTHY BAILEY, GROVE PARK ELEMENTARY**

The Mayor welcomed and recognized Ms. Dorothy Bailey, who was named the Teacher of the Year for Grove Park Elementary School and Clay County District Schools.

The Vice-Mayor read a certificate honoring Ms. Bailey for her outstanding dedication, leadership, and commitment to educating and inspiring students, noting the long-lasting impact of her passion for education and service on the families of Orange Park. The Town Council proudly congratulated her on this achievement.

**CHARITABLE DONATION TO THE HISTORICAL SOCIETY OF ORANGE PARK**

The Mayor welcomed Ms. Cheatwood and presented a \$500 charitable donation check from the Northeast Florida League of Cities to the Historical Society of Orange Park.

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The Vice-Mayor read the accompanying letter, noting that Mayor Sandlin had submitted the application for the donation on behalf of the Town of Orange Park to support the Society's vital work in the community.

SWEARING-IN CEREMONY: DEPUTY FIRE CHIEF DANNY LEGGE

The Mayor confirmed that the scheduled swearing-in of Deputy Chief Legge has been delayed. The item was officially deferred to a later date.

AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Jeff Camarda expressed frustration with the Town's uniform yard waste collection policy, which limits weekly pickups to five cubic yards. He stated that his five-acre wooded property contributes the second-highest property tax bill in Town (\$40,000 annually) but receives the same service level as standard small lots, leaving a growing, uncollected waste pile from seasonal cleanup. Mr. Camarda requested that the Town assist in removing the accumulated debris and consider revising the waste policy to introduce more equitable flexibility for larger properties.

APPROVAL OF THE COUNCIL MINUTES OF THE REGULAR MEETING DATED MAY 19, 2026

<b>MOTION:</b>	Approval of the Council minutes of the regular meeting dated May 19, 2026.
<b>RESULT:</b>	<b>PASSED</b>
<b>MOVED BY:</b>	Benefield
<b>SECONDED BY:</b>	Vogel
<b>AYES:</b>	Sandlin, Vogel, Anderson, Benefield, Taylor
<b>NAYS:</b>	

PUBLIC HEARING: DWSRF DRINKING WATER METER REPLACEMENT PROJECT & RESOLUTION NO. 14-26

The Town Council held a public hearing on the DWSRF Drinking Water Meter Replacement Project and Resolution 14-26. After opening and briefly closing the hearing, it was reopened to allow consultants from CPH to present the required planning and design information. The engineers explained that the Town's aging water meters, approximately 2,400 remaining analog/touch-read meters, need replacement to improve efficiency, reduce labor costs, and enable real-time monitoring. They also outlined hydraulic issues in certain areas due to dead ends and elevation differences, explaining that the project includes a proposed water main extension to improve pressure and reliability. Several alternatives were evaluated, with the recommended option being full conversion to AMI cellular meters and conventional installation of the water main extension. The estimated project cost is \$4.5 million, with a potential 23% principal forgiveness from the State Revolving Fund, though this number could change once bids are obtained. Councilmembers raised concerns about costs, long-term debt, meter battery life, O&M savings, and the need to see detailed breakdowns and the full facilities plan before adopting the resolution.

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During the public comment portion, resident Desiree Allen voiced strong concerns regarding recent water bill increases and economic hardships facing local taxpayers.

Attorney Hodges advised that the resolution could not be adopted without the full facilities plan attached. Because the deadline to submit the plan to DEP is June 15, Council agreed to defer action and scheduled a special meeting prior to the upcoming shade meeting. CPH will submit the full plan by the following day so Council can review it before making a decision.

<b>MOTION:</b>	To defer deciding on the resolution regarding the drinking water meter replacement project and require the contractors to submit a plan to the Council by 5:00 p.m. the following day, with the intent to hold a special meeting on June 8th (scheduled for an hour prior to their shade meeting).
<b>RESULT:</b>	<b>PASSED</b>
<b>MOVED BY:</b>	Taylor
<b>SECONDED BY:</b>	Benefield
<b>AYES:</b>	Sandlin, Vogel, Anderson, Benefield, Taylor
<b>NAYS:</b>	

**APPOINTMENT OF CODY MONROE AS POLICE CHIEF**

Mr. Goble presented the appointment of Cody Monroe as Chief of Police. He noted that Monroe joined the department at age 19 and has now served for 19 years. He shared a lighthearted anecdote about Monroe’s early days on the force, emphasizing how far he has come in his career. He also explained that both he and former Town Manager Joe Taylor independently reached the same conclusion regarding Monroe’s suitability for the position.

Art Hooker, a volunteer Public Information Officer with Orange Park PD, spoke in support of Cody Monroe’s appointment as Chief of Police. He described Monroe as professional, respectful, and compassionate, recalling a ride-along where Monroe demonstrated strong safety awareness and consistent integrity during calls. He stated Monroe has grown through years of service under strong leadership and is fully ready to serve as Chief.

<b>MOTION:</b>	To approve the appointment of Cody Monroe as Chief of Police.
<b>RESULT:</b>	<b>PASSED</b>
<b>MOVED BY:</b>	Anderson
<b>SECONDED BY:</b>	Benefield
<b>AYES:</b>	Sandlin, Vogel, Anderson, Benefield, Taylor
<b>NAYS:</b>	

Cody Monroe was sworn in as Police Chief. Mayor Sandlin executed the oath of office.

Chief Monroe expressed his gratitude to the Mayor, Council, Town leadership, his family, and former Chief Case following his appointment as Chief of Police. He thanked the officers, neighboring agency leaders, and volunteer Art Hooker for their support. He emphasized his

commitment to leading with integrity and working diligently to keep Orange Park safe, noting that serving the Town for nearly his entire adult life makes this role especially meaningful to him.

AUTHORIZATION TO DISPOSE OF POLICE EQUIPMENT

Mr. Goble requested authorization to dispose of a Glock Model 47 9mm service weapon in accordance with Article 25, Section 11 of the Collective Bargaining Agreement, which allows retiring officers in good standing to retain their service weapon.

<b>MOTION:</b>	To dispose of Glock Model 47 9mm Serial #BPYY994.
<b>RESULT:</b>	<b>PASSED</b>
<b>MOVED BY:</b>	Benefield
<b>SECONDED BY:</b>	Anderson
<b>AYES:</b>	Sandlin, Vogel, Anderson, Benefield, Taylor
<b>NAYS:</b>	

APPROVAL OF AN AGREEMENT FOR HUMAN RESOURCES CONSULTING SERVICES WITH CPS HR CONSULTING

The approval of an agreement for Human Resources Consulting Services, the Town Manager requested that the item be deferred to the next meeting so he could fully review and understand its status. The Mayor noted she had discussed several questions with him earlier, including the need for clarity on the proposed plan of action if approved.

<b>MOTION:</b>	To defer this item until the next meeting.
<b>RESULT:</b>	<b>PASSED</b>
<b>MOVED BY:</b>	Benefield
<b>SECONDED BY:</b>	Anderson
<b>AYES:</b>	Sandlin, Vogel, Anderson, Benefield, Taylor
<b>NAYS:</b>	

APPROVAL TO PURCHASE VANGUARD V2 7522 BELT SCREEN AS AN EMERGENCY SINGLE SOURCE PURCHASE

Mr. Croce requested approval to purchase a Vanguard V2-755-22 belt screen for the wastewater treatment plant. He explained that the existing unit, over 20 years old, has been failing and is essential for removing solids and protecting the system. After reviewing options, staff recommended a direct single-source purchase due to Vanguard's local availability of parts and familiarity with the system. Funds will come from the wastewater treatment maintenance budget, with other planned projects postponed to accommodate the purchase. Following discussion clarifying that the request should be considered a single-source purchase rather than an emergency item.

<b>MOTION:</b>	To approve the purchase and delivery of the Vanguard V2 7522 Belt Screen in the amount of \$126,685.00 as a Single Source Purchase.
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<b>RESULT:</b>	<b>PASSED</b>
<b>MOVED BY:</b>	Benefield
<b>SECONDED BY:</b>	Anderson
<b>AYES:</b>	Sandlin, Vogel, Anderson, Benefield, Taylor
<b>NAYS:</b>	

APPOINTMENT OF MEMBER TO SEAT 2 ON THE MAGNOLIA CEMETERY BOARD

<b>MOTION:</b>	To reappoint Sandra DiGiovanni to Seat 2 on the Magnolia Cemetery Board.
<b>RESULT:</b>	<b>PASSED</b>
<b>MOVED BY:</b>	Sandlin
<b>SECONDED BY:</b>	Anderson
<b>AYES:</b>	Sandlin, Vogel, Anderson, Benefield, Taylor
<b>NAYS:</b>	

APPOINTMENT OF MEMBER TO SEAT 2 ON THE PLANNING AND ZONING BOARD

<b>MOTION:</b>	To reappoint Paul Bement to Seat 2 on the Planning and Zoning Board.
<b>RESULT:</b>	<b>PASSED</b>
<b>MOVED BY:</b>	Sandlin
<b>SECONDED BY:</b>	Anderson
<b>AYES:</b>	Sandlin, Vogel, Anderson, Benefield, Taylor
<b>NAYS:</b>	

APPOINTMENT OF MEMBER TO SEAT 2 ON THE HISTORIC PRESERVATION BOARD

<b>MOTION:</b>	To reappoint Angel Corrales to Seat 2 on the Historic Preservation Board.
<b>RESULT:</b>	<b>PASSED</b>
<b>MOVED BY:</b>	Sandlin
<b>SECONDED BY:</b>	Anderson
<b>AYES:</b>	Sandlin, Vogel, Anderson, Benefield, Taylor
<b>NAYS:</b>	

APPOINTMENT OF MEMBER TO SEAT 2 ON THE ENVIRONMENTAL QUALITY BOARD (IF READY)

The Mayor announced that the reappointment for Seat 2 on the Environmental Quality Board would be postponed. She explained that she had not yet had the necessary discussion with Mr. Jordan in time, and the item will be brought back at the next Council meeting.

CULTURE AND RECREATION COMMITTEE RECOMMENDATIONS

The Mayor noted that information from the Culture and Recreation Committee meeting had been added to the agenda, and Councilman Anderson, as vice chair, presented three committee recommendations from the May 28, 2026 meeting.

<b>MOTION:</b>	To direct staff to draft a resolution separating the current official names of the T.C. Miller property. Under this proposal, the community center will be formally designated as the T.C. Miller Center, and the recreation park portion will be officially named the Wilbert Hunter Recreation Park to correct a historical omission.
<b>RESULT:</b>	<b>PASSED</b>
<b>MOVED BY:</b>	Anderson
<b>SECONDED BY:</b>	Benefield
<b>AYES:</b>	Sandlin, Vogel, Anderson, Benefield, Taylor
<b>NAYS:</b>	

<b>MOTION:</b>	To direct staff to begin comprehensive research on the design, style, type of markers, QR codes, and total costs for physical signage at the newly designated Wilbert Hunter Park. Staff will coordinate details with the families and bring a cost estimate back to the Council.
<b>RESULT:</b>	<b>PASSED</b>
<b>MOVED BY:</b>	Anderson
<b>SECONDED BY:</b>	Benefield
<b>AYES:</b>	Sandlin, Vogel, Anderson, Benefield, Taylor
<b>NAYS:</b>	

<b>MOTION:</b>	To direct staff to draft verbiage for upcoming Premises Use Agreements (effective October 1) requiring non-profit organizations to track and submit annual reports of their capital investments, maintenance projects, and volunteer hours on Town property.
<b>RESULT:</b>	<b>PASSED</b>
<b>MOVED BY:</b>	Anderson
<b>SECONDED BY:</b>	Benefield
<b>AYES:</b>	Sandlin, Vogel, Anderson, Benefield, Taylor
<b>NAYS:</b>	

TOWN MANAGER REPORTS

Mr. Goble had nothing to report.

TOWN ATTORNEY REPORTS

Ms. Hodges welcomed Interim Town Manager Goble and offered her support. She informed the Council that, although she initially believed she would be absent on June 16, the next meeting is actually on June 23, and she will be present for that meeting.

COUNCILMEMBER REPORTS/COMMENTS

Vice-Mayor Benefield congratulated Chief Monroe on his professionalism and welcomed Chief Goble back to his interim role, offering well-wishes for his medical recovery. He noted hearing that municipal and county budgets have increased significantly since COVID and encouraged the Council, as it completes the current budget cycle, to consider ways to return spending and revenues closer to pre-COVID levels in line with state expectations.

Councilman Taylor commented on the recent cancellation of Orange Park After Dark due to rain and expressed his disappointment. He noted that two more events are scheduled, with the next dates confirmed as June 12th and June 20th, and encouraged the community to attend, noting that the events are enjoyable for all ages.

Councilman Vogel praised Chief Monroe and former Chief Case for their integrity and professionalism, noting he was unable to attend Chief Case's ceremony earlier in the day. He encouraged residents to stay informed about upcoming property tax discussions and to seek accurate information. He also highlighted recent achievements within local schools, including Grove Park Elementary's teacher of the year recognition, and welcomed Ms. Dorothy Bailey. Finally, he reminded the public to use caution around the ongoing roadwork and barricades being placed along U.S. 17 and expressed appreciation for seeing everyone again.

Councilman Anderson welcomed Interim Town Manager Goble back and congratulated Chief Monroe, noting his growth and suitability for the position. He reminded the Council of the League Dinner on June 18 and provided an update on recent resident reports of sulfur odors in the water in Holly Point East and West, stating that several homes have been identified and that Mr. Croce is actively addressing the issue. He encouraged any affected residents to contact the Town. He also noted that hurricane season has begun and suggested exploring whether the Town could conduct a pre-season debris pickup by dividing the town into sections to help residents prepare.

Mayor Sandlin welcomed Interim Town Manager Goble and expressed appreciation for his willingness to return and assist during the transition, noting his long service history and familiarity with the community. She congratulated Chief Monroe again on his appointment and clarified that any accidental references to Mr. Goble as "Chief" were simply habit. She acknowledged her own learning curve in the role and thanked the Council and audience for their patience. She announced that the next Town Council meeting will be held on June 23 at 7 p.m., followed by a single meeting in both July and August, and noted that a special meeting will also occur next week. She reminded attendees that budget workshops will be scheduled soon and encouraged participation.

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**Orange Park Town Council Meeting**  
**June 2, 2026**

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ADJOURNMENT

Mayor Sandlin adjourned the meeting at 9:03 p.m.



**Town of Orange Park**  
**Town Council Special Meeting**  
**Monday, June 8, 2026**  
**4:00 P.M.**  
**Minutes DRAFT**

Mayor Winnette Sandlin called the Orange Park Town Council special meeting to order in the Town Hall Council Chambers at 4:00 p.m.

Other Councilmembers present were Councilman Randy Anderson, Councilman Kenneth Vogel, and Councilman Glenn Taylor. Also in attendance were Interim Town Manager Gary Goble, Public Works Director Kyle Croce, Attorney Lawsikia Hodges of Smith, Gambrell & Russell and Recording Secretary Ginny York.

REQUEST BY VICE-MAYOR BENEFIELD TO PARTICIPATE REMOTELY

<b>MOTION:</b>	To allow Vice-Mayor Benefield to participate remotely.
<b>RESULT:</b>	<b>PASSED</b>
<b>MOVED BY:</b>	Taylor
<b>SECONDED BY:</b>	Anderson
<b>AYES:</b>	Sandlin, Vogel, Anderson, Taylor
<b>NAYS:</b>	

Vice-Mayor Benefield joined via telephone.

RESOLUTION NO. 14-26: DWSRF DRINKING WATER FACILITIES PLAN

The primary business item was the consideration of Resolution No. 14-26 regarding the acceptance of a water system facilities plan, which had been delayed from the previous week's regular meeting to allow Council members time to review the package. Public Works Director Kyle Croce provided background, explaining that the Town had received a State Revolving Fund loan agreement through the Florida Department of Environmental Protection in April 2025 for the planning and design of water system improvements. The \$148,000 funding was split equally between a low-interest loan and a grant via principal forgiveness. Mr. Croce emphasized that approving the resolution would formally accept the completed planning document to satisfy the existing loan terms and maintain eligibility for future construction grants. He clarified that the resolution did not authorize construction, approve contracts, or commit the Town to any future debt or infrastructure improvements. Jarrod Petrovich of CPH Consulting further explained that the plan aligns with the Town's existing goals to upgrade its water meters to an Advanced Metering Infrastructure (AMI) system, noting that 750 meters had already been successfully replaced. The plan also proposed a water main looping system on the west side of Town to address ongoing resident complaints regarding water pressure and fire flow requirements.

During the Council discussion, members expressed concern regarding a mid-value construction cost estimate of \$4.5 million highlighted in the plan, questioning whether the Town could afford it alongside other major infrastructure projects. Staff and consultants reassured the Council that accepting the facilities plan would not obligate them to spend this money and that any future construction projects could be phased, scaled back, or value-engineered. Councilman Anderson raised questions regarding the Capital Improvement Plan data and population growth projections

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**Orange Park Town Council Special Meeting**  
**June 8, 2026**

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used in the document, which the consultants explained were required conservative metrics based on Clay County data to satisfy state review criteria.

<b>MOTION:</b>	To approve Resolution No. 14-26.
<b>RESULT:</b>	<b>PASSED</b>
<b>MOVED BY:</b>	Taylor
<b>SECONDED BY:</b>	Vogel
<b>AYES:</b>	Sandlin, Vogel, Anderson, Taylor, Benefield
<b>NAYS:</b>	

ADJOURNMENT

Mayor Sandlin adjourned the meeting at 4:58 p.m.



### Town of Orange Park Agenda Memorandum

To: Town Council  
Agenda Date: June 23, 2026  
Submitting Department: Finance

**Item Title: Resolution No. 15-26 (Public Hearing):** Adopting a Five-Year Capital Improvement Plan

<b>Check one:</b>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Regular Agenda
<b>Financial Impact if Applicable:</b> \$31,514,100	

**Background Information:** In compliance with the Town of Orange Park Charter, the five-year Capital Improvement Plan (CIP) must be approved by July 1, 2026.

<b>Action Requested:</b> The Mayor opens and closes the public hearing. Following the public hearing, a motion to approve Resolution No. 15-26.
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**Information Attached:**  
[2026-2027 CIP Resolution No. 15-26](#)  
[2026-2027 PROPOSED 5 Year Capital Improvement Plan](#)



RESOLUTION NO.:15-26

A RESOLUTION OF THE TOWN COUNCIL OF ORANGE PARK ADOPTING A FIVE-YEAR CAPITAL PROGRAM FOR FISCAL YEARS 26-27 THROUGH 30-31; PROVIDING AN IMMEDIATE EFFECTIVE DATE

WHEREAS, the Town Charter provides that the Town Council of Orange Park shall adopt a five-year capital program on an annual basis; now therefore,

BE IT RESOLVED by the Town Council of Orange Park that:

Section 1. Adoption of Five-Year Capital Program.

The Five-Year Capital Program for Fiscal Years 2026-2027 through 2030-2031 attached as Exhibit "A" is hereby adopted.

Section 2. Effective Date. This Resolution shall become effective upon adoption by Council.

Passed on this 23rd day of June, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_

FORM APPROVED:

\_\_\_\_\_  
Town Attorney

EXHIBIT A

Proposed Five Year Capital Improvement Plan  
Fiscal Years 2026/2027 - 2030/2031



# Town of Orange Park

Proposed Five Year Capital Improvement Plan

Fiscal Years 2026/2027 – 2030/2031

**May 29, 2026**

**Submitted by:** John Villanueva, Finance Director

**Submitted to:** Winnette Sandlin, Mayor  
Doug Benefield, Vice-Mayor  
Randy Anderson, Councilman  
Glenn Taylor, Councilman  
Kenneth Vogel, Councilman



## FINANCE DEPARTMENT

To: Mayor and Town Council  
 From: John P. Villanueva, Finance Director  
 Subject: Capital Improvement Plan (CIP)  
 Date: May 29, 2026

Attached for your review, amendment and adoption is a Five-Year Capital Improvement Plan (CIP) for the Sales Tax, Gas Tax, Water/Sewer, and Stormwater Capital Improvement Funds. This CIP has been prepared in accordance with the Town Charter and includes proposed Capital expenditures and funding sources for the next five (5) years.

### Sales Tax Fund

Sales Tax Revenue comes from taxes collected on the sale of goods in Clay County. The Town's current disbursement for sales tax revenue is based on the Town's percentage of the total County population. As the County continues to grow, the Town's percentage of population will decrease. Green Cove Springs has surpassed the Town as the largest incorporated area.

	Population Estimate 2027	% of Total
Unincorporated	222,021	90.909%
Green Cove Springs	10,610	4.344%
Orange Park	9,247	3.786%
Keystone Heights	1,488	0.609%
Penney Farms	857	0.351%
Clay County	244,226	100%

The revenue is expected to be approx. \$1.49 million for the next few years plus a small amount of interest earnings and possible grant revenue. These revenues can be spent on capital items that have a life span of greater than 5 years or a cost of more than \$5,000.

The expenditures in this fund focus on parks, police vehicles & equipment, replacement of Engine 19, and the re-chassis of both EMS vehicles. This plan does not include the purchase of the fire department ladder truck, which will need to be replaced soon. This was discussed during the budget workshops held in May. We are also including the ongoing tree program, and IT infrastructure upgrades. There are some smaller equipment purchases in Public Works. Streets projects have mostly been shifted to the Gas Tax Fund. However, reconstruction of Smith and Stiles remains in this fund.



**Gas Tax Fund**

Gas Tax revenue comes from two different taxes paid on the sale of gasoline by non-electric vehicle owners. This revenue can only be spent on transportation related items.

The Town’s disbursement for both Gas Taxes is through the statutory formula. The present distribution rates are provided in the table below.

	<b>Local 6 Cents% FS 336.025(1)(a)</b>	<b>Local 5 Cents % Section 336.025(1)(b)</b>
Clay County	78.42419%	82.960000%
Orange Park	15.12673%	12.150000%
Green Cove Springs	4.78524%	3.4300000%
Keystone Heights	1.23741%	.9700000%
Penney Farms	0.42643%	0.4900000%
	100.0000%	100.0000%

The statutory formulas for the two fuel taxes are not based on population. They are based on the expenditures toward transportation over the last five years. These totals are then compared to the other Clay County governments, and the respective percentages spent by each agency are disbursed. As the County continues to grow, the Town’s percentage of transportation expenditures could decrease.

The transportation expenditures in this fund are focused on street reconstruction projects, street resurfacing projects, sidewalks town wide, and signage. Since 2017, the Town has invested in the reconstruction or resurfacing of 47 streets, or about 41% of eligible streets. This plan includes an updated pavement condition study. The last full study was conducted before this was back in 2012; staff have been updating the map internally since that time. Street reconstruction continues in this 5-year window with seven (7) projects, but the resurfacing will be temporarily suspended while the study or assessment is being conducted.

**Water & Sewer Fund**

The revenue for water and sewer capital improvements comes from the rate payers in the Town’s system. These same revenues are used for the operating costs and the reserves within the fund including any available carry forward funding from projects that were not completed or came in under budget. For that reason, only the needed amount of revenue is budgeted for capital improvements. The remainder of the funds are allocated for the other two (2) uses.

The Town was forced to increase its water and sewer rates by 8%, with subsequent increases of 7% for the next two fiscal years. This was necessary to meet the rising costs of operations and



## FINANCE DEPARTMENT

capital projects. The Town discussed this at several Town Council meetings and at the two budget workshops that were held in May.

The Water and Sewer Capital budget includes funds to rebuild water and sewer lines and manholes while major street reconstruction is underway.

The continued conversion of water meters to a cellular read system is included in all five years. This will bring added efficiency instead of the current drive-by radio read system.

The ongoing replacement of lift stations will continue once the new Data Flow software has been deployed. Other items included in the plan tend to be routine or ongoing in nature like relining of pipes or replacement of older fire hydrants. In addition, we will re-line/rehab the sewer holding tanks which are in need of replacement.

### **Stormwater Fund**

The revenue for stormwater capital improvements comes from the rate payers in the Town's system. These same revenues are used for the operating costs and the reserves. For that reason, only the needed amount of revenue is budgeted for capital improvements. The remainder of the fund is allocated for the other two uses.

Prior to February 2024, the stormwater fee generated \$399,000 each year. The Town Council took seriously the desire to expand for an additional maintenance crew and to begin budgeting for the design of stormwater projects by increasing the rates this year. The new projected revenue is \$930,809 per year. The increase will be expended on items such as increased maintenance and monitoring programs and the Johnson Slough project.

In order to fund the proposed improvements, Council requested additional information about borrowing funds or pursuing grants. The Town is actively pursuing financing/borrowing options needed for the Town's \$7 million match of a \$14 million FDEP grant for culvert improvements in the Nelson Drive area.

### **Closing**

The Sales Tax, Gas Tax and Water & Sewer Funds have solid revenue streams. While more revenue would certainly improve our ability to complete desired projects, the basic operations and needed purchases are covered. The Stormwater Fund is improving but additional funding will be needed for future capital projects especially in light of the Johnson Slough project and any upstream efforts.

Should the Town Council decide to fund priorities not listed in this plan, staff will make recommendations on items that could be reduced or moved without causing long-term deficiencies.



## FINANCE DEPARTMENT

Per the Town Charter, Council must adopt the CIP before the end of June. The public hearing for final adoption is scheduled for Tuesday, June 23rd at 7:00 p.m.

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**Town of Orange Park  
Five Year Projected Capital Program  
Fiscal Years 2026-2027 Through 2030-2031**

	2025-2026		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
	Current Budget	Estimate	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
<b>Infrastructure Sales Tax Fund 306</b>							
<b>Beginning Balance</b>	\$2,963,811	\$2,963,811	\$673,434	\$48,434	\$151,934	(\$892,266)	\$147,534
<b>Revenues</b>							
- Local Option Sales Tax	\$1,492,000	\$1,492,000	\$1,492,000	\$1,492,000	\$1,492,000	\$1,492,000	\$1,492,000
- Interest	94,800	94,800	94,800	94,800	94,800	94,800	94,800
- Contributions	0	0	0	0	0	0	0
- Transfers In - General Fund	0	0	0	0	0	0	0
- Transfers In - Sanitation Fund	0	0	0	0	0	0	0
- Grants	0	0	0	0	0	0	0
<b>Total Funds Available</b>	\$4,550,611	\$4,550,611	\$2,260,234	\$1,635,234	\$1,738,734	\$694,534	\$1,734,334
<b>Expenditures</b>							
Transfers to Other Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Projected Fund Balance End of Year		\$673,434	\$48,434	\$151,934	(\$892,266)	\$147,534	\$1,340,334
Change In Fund Balance		(\$2,290,377)	(\$625,000)	\$103,500	(\$1,044,200)	\$1,039,800	\$1,192,800
<b>Gas Tax Fund 302</b>							
<b>Beginning Balance</b>	1,707,979	1,707,979	70,274	647,902	906,530	574,158	806,786
<b>Revenues</b>							
- Gas Tax	\$662,280	\$662,280	\$662,280	\$662,280	\$662,280	\$662,280	\$662,280
- Additional 5 Cent Gas Tax	\$375,348	\$375,348	\$375,348	\$375,348	\$375,348	\$375,348	\$375,348
<b>Total Funds Available</b>	\$2,745,607	\$2,745,607	\$1,107,902	\$1,685,530	\$1,944,158	\$1,611,786	\$1,844,414
<b>Expenditures</b>							
Projected Fund Balance End of Year	\$2,675,333	\$2,675,333	\$460,000	\$779,000	\$1,370,000	\$805,000	\$830,000
Change In Fund Balance		(\$1,637,705)	\$577,628	\$258,628	(\$332,372)	\$232,628	\$207,628
<b>Water and Sewer Fund 405</b>							
<b>Revenues</b>							
- Water & Sewer Sales	\$8,739,032	\$8,739,032	\$3,595,500	\$2,690,500	\$2,815,000	\$2,595,000	\$2,750,000
<b>Total Revenues</b>	\$8,739,032	\$8,739,032	\$3,595,500	\$2,690,500	\$2,815,000	\$2,595,000	\$2,750,000
<b>Expenditures</b>							
	\$8,739,032	\$8,739,032	\$3,595,500	\$2,690,500	\$2,815,000	\$2,595,000	\$2,750,000
<b>Stormwater Fund 425</b>							
<b>Beginning Balance</b>	\$3,516,141	\$3,516,141	\$2,107,352	\$1,089,193	\$2,616	(\$549,933)	(\$975,023)
<b>Revenues</b>							
- Stormwater Fees	\$887,000	\$887,000	\$930,809	\$930,809	\$930,809	\$930,809	\$930,809
- Interest	15,000	15,000	15,000	15,000	15,000	15,000	15,000
- Other	14,000,000	0	0	0	0	0	0
- Loan Proceeds	0	0	0	0	0	0	0
- Grants	637,500	0	0	60,000	1,000,000	0	0
<b>Total Funds Available</b>	\$19,055,641	\$4,418,141	\$3,053,161	\$2,095,002	\$1,948,425	\$395,876	(\$29,214)
<b>Expenditures</b>							
- Operating	\$596,085	\$596,085	\$613,967	\$632,386	\$651,358	\$670,899	\$691,026
- Capital	19,330,926	1,714,704	1,350,000	1,460,000	1,847,000	700,000	200,000
<b>Total Expenditures</b>	\$19,927,011	\$2,310,789	\$1,963,967	\$2,092,386	\$2,498,358	\$1,370,899	\$891,026
Transfers to Other Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Projected Carryforward End of Year		\$2,107,352	\$1,089,193	\$2,616	(\$549,933)	(\$975,023)	(\$920,240)
Change In Fund Balance		(\$1,408,789)	(\$1,018,158)	(\$1,086,577)	(\$552,549)	(\$425,090)	\$54,783



Town of Orange Park, FL

# CAPITAL IMPROVEMENT PLAN - Sales Tax Projects

## Expense Account Summary

For Fiscal 2026-2027 through 2030-2031

		2025-2026						
		Original	Current					
		Budget	Budget	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
<b>Fund: 306 - SALES TX CAP PROJCTS FUND</b>								
<b>Department: 10 - ADMINISTRATION</b>								
<b>Activity: 57200 - RECREATION AND PROGRAMS</b>								
<a href="#">306-10-57200-63087</a>	OPAA IMPROVEMENTS	150,000.00	295,672.22	0.00	0.00	0.00	0.00	0.00
<a href="#">306-10-57200-63096</a>	GANO PARK IMPROVEMENTS	0.00	15,601.00	20,000.00	25,000.00	60,000.00	60,000.00	0.00
<a href="#">306-10-57200-63097</a>	CLARKE PROP IMPROVEMENTS	60,000.00	86,370.67	50,000.00	100,000.00	60,000.00	80,000.00	0.00
<a href="#">306-10-57200-63099</a>	SKATE PARK	0.00	7,625.11	0.00	0.00	0.00	0.00	0.00
<a href="#">306-10-57200-63128</a>	TOWN HALL PARK IMPROVEMENTS	0.00	0.00	72,000.00	40,000.00	10,000.00	40,000.00	100,000.00
<a href="#">306-10-57200-63162</a>	BRADLEY PARK IMPROVEMENTS	0.00	51,760.83	0.00	0.00	250,000.00	0.00	0.00
Activity: 57200 - RECREATION AND PROGRAMS Total:		210,000.00	457,029.83	142,000.00	165,000.00	380,000.00	180,000.00	100,000.00
Department: 10 - ADMINISTRATION Total:		210,000.00	457,029.83	142,000.00	165,000.00	380,000.00	180,000.00	100,000.00
<b>Department: 30 - POLICE</b>								
<b>Activity: 52100 - POLICE</b>								
<a href="#">306-30-52100-64000</a>	MACHINERY & EQUIPMENT	246,300.00	379,584.11	194,300.00	202,300.00	176,000.00	176,000.00	176,000.00
Activity: 52100 - POLICE Total:		246,300.00	379,584.11	194,300.00	202,300.00	176,000.00	176,000.00	176,000.00
<b>Activity: 52400 - CODE ENFORCEMENT</b>								
<a href="#">306-30-52400-64001</a>	VEHICLES	0.00	43,257.31	0.00	0.00	0.00	0.00	0.00
Activity: 52400 - CODE ENFORCEMENT Total:		0.00	43,257.31	0.00	0.00	0.00	0.00	0.00
Department: 30 - POLICE Total:		246,300.00	422,841.42	194,300.00	202,300.00	176,000.00	176,000.00	176,000.00
<b>Department: 40 - FIRE</b>								
<b>Activity: 52200 - FIRE</b>								
<a href="#">306-40-52200-64000</a>	MACHINERY & EQUIPMENT	80,000.00	80,000.00	60,000.00	0.00	0.00	0.00	0.00
<a href="#">306-40-52200-64001</a>	VEHICLES	50,000.00	50,000.00	65,000.00	0.00	900,000.00	0.00	0.00
Activity: 52200 - FIRE Total:		130,000.00	130,000.00	125,000.00	0.00	900,000.00	0.00	0.00
<b>Activity: 52600 - AMBULANCE &amp; RESCUE SERVICES</b>								
<a href="#">306-40-52600-64000</a>	MACHINERY & EQUIPMENT	38,000.00	38,000.00	150,000.00	0.00	0.00	0.00	0.00
<a href="#">306-40-52600-64001</a>	VEHICLES	200,000.00	200,000.00	0.00	0.00	265,000.00	0.00	0.00
Activity: 52600 - AMBULANCE & RESCUE SERVICES Total:		238,000.00	238,000.00	150,000.00	0.00	265,000.00	0.00	0.00
Department: 40 - FIRE Total:		368,000.00	368,000.00	275,000.00	0.00	1,165,000.00	0.00	0.00
<b>Department: 60 - PUBLIC WORKS</b>								
<b>Activity: 51910 - FACILITIES MAINTENANCE</b>								
<a href="#">306-60-51910-62010</a>	IMPROVEMENTS	40,000.00	73,808.64	75,000.00	80,000.00	80,000.00	50,000.00	50,000.00
<a href="#">306-60-51910-63113</a>	IMPROVEMENTS - BUILDINGS	50,000.00	50,000.00	60,000.00	12,000.00	0.00	0.00	0.00
<a href="#">306-60-51910-64000</a>	MACHINERY & EQUIPMENT	25,000.00	95,000.00	22,000.00	0.00	0.00	18,000.00	0.00
<a href="#">306-60-51910-64001</a>	VEHICLES	46,000.00	46,000.00	0.00	55,000.00	0.00	55,000.00	0.00
Activity: 51910 - FACILITIES MAINTENANCE Total:		161,000.00	264,808.64	157,000.00	147,000.00	80,000.00	123,000.00	50,000.00



Town of Orange Park, FL

## CAPITAL IMPROVEMENT PLAN - Sales Tax Projects

### Expense Account Summary

For Fiscal 2026-2027 through 2030-2031

		2025-2026						
		Original Budget	Current Budget	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
<b>Activity: 51920 - EQUIPMENT MAINTENANCE</b>								
<a href="#">306-60-51920-64000</a>	MACHINERY & EQUIPMENT	0.00	0.00	30,000.00	120,000.00	30,000.00	0.00	0.00
	Activity: 51920 - EQUIPMENT MAINTENANCE Total:	0.00	0.00	30,000.00	120,000.00	30,000.00	0.00	0.00
<b>Activity: 53900 - MAGNOLIA CEMETERY</b>								
<a href="#">306-60-53900-62010</a>	IMPROVEMENTS	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0.00
	Activity: 53900 - MAGNOLIA CEMETERY Total:	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0.00
<b>Activity: 54100 - STREETS, ROADS, DRAINAGE</b>								
<a href="#">306-60-54100-62000</a>	BUILDINGS	0.00	81,497.80	0.00	0.00	750,000.00	0.00	0.00
<a href="#">306-60-54100-63051</a>	PAVING, DRAINAGE, CURB GUTT	400,000.00	1,870,448.55	1,150,000.00	750,000.00	0.00	0.00	0.00
<a href="#">306-60-54100-63054</a>	SIDEWALK IMPROVEMENTS	45,000.00	48,759.46	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
<a href="#">306-60-54100-63156</a>	REHAB TRAFFIC SIGNAL MAST ARMS	14,000.00	14,000.00	0.00	0.00	0.00	0.00	0.00
<a href="#">306-60-54100-63160</a>	HMGP & GRANT LEVERAGE STORMWATER	0.00	144,982.00	0.00	0.00	0.00	0.00	0.00
<a href="#">306-60-54100-63161</a>	MILWAUKEE SIDEWALK	0.00	102,309.44	0.00	0.00	0.00	0.00	0.00
<a href="#">306-60-54100-64000</a>	MACHINERY & EQUIPMENT	32,500.00	32,500.00	178,500.00	17,000.00	0.00	18,000.00	18,000.00
	Activity: 54100 - STREETS, ROADS, DRAINAGE Total:	491,500.00	2,294,497.25	1,378,500.00	817,000.00	800,000.00	68,000.00	68,000.00
	Department: 60 - PUBLIC WORKS Total:	677,500.00	2,584,305.89	1,565,500.00	1,084,000.00	910,000.00	191,000.00	118,000.00
<b>Department: 70 - NON DEPARTMENT</b>								
<b>Activity: 51900 - NON DEPARTMENTAL GOV EXPENDITURES</b>								
<a href="#">306-70-51900-64000</a>	MACHINERY & EQUIPMENT	45,000.00	45,000.00	35,000.00	32,000.00	0.00	0.00	0.00
	Activity: 51900 - NON DEPARTMENTAL GOV EXPENDITURES Total:	45,000.00	45,000.00	35,000.00	32,000.00	0.00	0.00	0.00
	Department: 70 - NON DEPARTMENT Total:	45,000.00	45,000.00	35,000.00	32,000.00	0.00	0.00	0.00
	<b>Total Fund 306 Expenses</b>	\$1,546,800.00	\$3,877,177.14	\$2,211,800.00	\$1,483,300.00	\$2,631,000.00	\$547,000.00	\$394,000.00



**PROJECT DESCRIPTIONS**

<b>Fund: 306 - SALES TX CAP PROJECTS FUND</b>		
<b>Department: 10 - ADMINISTRATION</b>		
<b>Activity: 57200 - RECREATION AND PROGRAMS</b>		
<a href="#">306-10-57200-63096</a>	<b>GANO PARK IMPROVEMENTS</b>	Playground Improvements - \$20k (FY 26-27) Fencing - \$25k (FY 27-28) ADA Mats - \$60k (FY 28-29) <b>Restroom Improvements - \$60k (FY 29-30)</b>
<a href="#">306-10-57200-63097</a>	<b>CLARKE PROP IMPROVEMENTS</b>	Pond Improvements - \$50k (FY 26-27) Pond Improvements - \$50k; Chainlink Fencing Along East Side (woods) - \$50k (FY 27-28) Restroom Remodel/Improvements - \$60k (FY 28-29) <b>ADA Mats - \$80k (FY 29-30)</b>
<a href="#">306-10-57200-63128</a>	<b>TOWN HALL PARK IMPROVEMENTS</b>	Monument Signs - \$10k; Concept Plan - \$12k; Playground Matting - \$50k (FY 26-27) Monument Signs - \$40k (FY 27-28) Monument Signs - \$10k (FY 28-29) Monument Signs - \$40k (FY 29-30) <b>New Playground Set - \$100k (FY 30-31)</b>
<a href="#">306-10-57200-63162</a>	<b>BRADLEY PARK IMPROVEMENTS</b>	Shoreline - \$50k; Boardwalk - \$200k (FY 28-29)
<b>Department: 30 - POLICE</b>		
<b>Activity: 52100 - POLICE</b>		
<a href="#">306-30-52100-64000</a>	<b>MACHINERY &amp; EQUIPMENT</b>	Replace two patrol vehicles - \$137k; Replace seven tasers - \$25.3k; Replace body cameras - \$32k (FY 26-27) Replace two patrol vehicles - \$144k; Replace seven tasers - \$26.3k; Replace body cameras - \$32k (FY 27-28) Replace two patrol vehicles - \$144k; Replace body cameras - \$32k (FY 28-29) Replace two patrol vehicles - \$144k; Replace body cameras - \$32k (FY 29-30) Replace two patrol vehicles - \$144k; Replace body cameras - \$32k (FY 30-31)
<b>Department: 40 - FIRE</b>		
<b>Activity: 52200 - FIRE</b>		
<a href="#">306-40-52200-64000</a>	<b>MACHINERY &amp; EQUIPMENT</b>	Kitchen Cabinet Replacement - \$20k; Replace hydraulic rescue tools that were manufactured in 2005/2006 - \$40k (FY 26-27)
<a href="#">306-40-52200-64001</a>	<b>VEHICLES</b>	Replace 2015 Tahoe - \$65k (FY 26-27) Replace Engine 19 FD711 - \$900k (FY 28-29)
<b>Activity: 52600 - AMBULANCE &amp; RESCUE SERVICES</b>		
<a href="#">306-40-52600-64000</a>	<b>MACHINERY &amp; EQUIPMENT</b>	Replacement Life Pack Cardiac Monitor - 3 @ \$50k - (FY 26-27)
<a href="#">306-40-52600-64001</a>	<b>VEHICLES</b>	Remount R19A to decrease replacement cost - \$265k - (FY 28-29)
<b>Department: 60 - PUBLIC WORKS</b>		
<b>Activity: 51910 - FACILITIES MAINTENANCE</b>		
<a href="#">306-60-51910-62010</a>	<b>IMPROVEMENTS</b>	Tree Removal Program - \$50k; Pedestrian Lighting at Town Hall - \$25k (FY 26-27) Tree Removal Program - \$80k (FY 27-28); \$80k (FY 28-29); \$50k (FY 29-30 & FY 30-31)
<a href="#">306-60-51910-62000</a>	<b>IMPROVEMENTS - BUILDINGS</b>	Town Hall Replacement Flooring in Atrium - \$60k (FY 26-27) <b>Town Hall Kitchen Upgrade - \$12k (FY27-28)</b>
<a href="#">306-60-51910-64000</a>	<b>MACHINERY &amp; EQUIPMENT</b>	Purchase two mowers - \$22k (FY 26-27) Replace one mower - \$18k (FY 29-30)
<a href="#">306-60-51910-64001</a>	<b>VEHICLES</b>	Replace pickup truck - \$55k (FY 27-28) Replace pickup truck - \$55k (FY 29-30)



Town of Orange Park, FL

**CAPITAL IMPROVEMENT PLAN - Sales Tax Projects**  
**Project Descriptions**  
 For Fiscal 2026-2027 through 2030-2031

**PROJECT DESCRIPTIONS**

<b>Activity: 51920 - EQUIPMENT MAINTENANCE</b>		
<a href="#">306-60-51920-64000</a>	MACHINERY & EQUIPMENT	Replace vehicle lifts - \$30k (FY 26-27); Mobile vehicle lift - \$10k; Replace service truck - \$110,000 (FY 27-28) Replace vehicle lifts - \$30k (FY 28-29)
<b>Activity: 54100 - STREETS, ROADS, DRAINAGE</b>		
<a href="#">306-60-54100-62000</a>	BUILDINGS	Construct extension to Streets Department Building - \$750k (FY 28-29)
<a href="#">306-60-54100-63051</a>	PAVING, DRAINAGE, CURB GUTT	Street reconstruction resurfacing per list; Stiles Avenue East & West - \$400k; Smith St (Stiles - Milwaukee) - \$750k (FY 26-27) Street reconstruction resurfacing per list; Smith St (Stiles to Milwaukee) - \$750k (FY 27-28)
<a href="#">306-60-54100-63054</a>	SIDEWALK IMPROVEMENTS	Replace broken sidewalks townwide - \$50k (FY 25-26 through FY 30-31)
<a href="#">306-60-54100-64000</a>	MACHINERY & EQUIPMENT	Arrow Board truck (1990s) - \$32.5k; Replace Dump Truck - \$146k (FY 26-27) Replace one (1) mower - \$17k (FY 27-28) Replace one (1) mower - \$18k (FY 29-30) Replace one (1) mower - \$18k (FY 30-31)
<b>Department: 70 - NON DEPARTMENT</b>		
<b>Activity: 51900 - NON DEPARTMENTAL GOV EXPENDITURES</b>		
<a href="#">306-70-51900-64000</a>	IT PROJECTS	Police department switches and Town of Orange Park new host - \$35k (FY 26-27) Police department server upgrade and Town of Orange Park switches - \$32k (FY 27-28)

**Town of Orange Park**  
**Five Year Projected Capital Program**  
**Fiscal Years 2026-2027 Through 2030-2031**  
**Infrastructure Sales Tax Fund**  
**Street Reconstruction Schedule**

<u>Paving &amp; Drainage</u>	<u>Estimate</u>	<u>FY2026/27</u>	<u>FY2027/28</u>	<u>FY2028/29</u>	<u>FY2029/30</u>	<u>FY2030/31</u>	<u>5 Year Total</u>
Stiles Avenue East & West	\$400,000.00	\$400,000					\$400,000
Smith St (Stiles to Milwaukee)	\$1,500,000.00	\$750,000	\$750,000				\$1,500,000
<b>Total Projects</b>		\$1,150,000	\$750,000	\$0	\$0	\$0	\$1,900,000



Town of Orange Park, FL

## CAPITAL IMPROVEMENT PLAN - Gas Tax Projects

### Expense Account Summary

For Fiscal 2026-2027 through 2030-2031

		2025-2026						
		Original	Current					
		Budget	Budget	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
<b>Fund: 302 - GAS TAX STREETS CAPITAL PROJECTS</b>								
<b>Department: 60 - PUBLIC WORKS</b>								
<b>Activity: 54100 - STREETS, ROADS, DRAINAGE</b>								
302-60-54100-46030	R&M - PAVING/DRAINAGE	1,330,000.00	2,479,539.08	150,000.00	675,000.00	1,220,000.00	715,000.00	700,000.00
302-60-54100-63054	SIDEWALK IMPROVEMENTS	55,000.00	69,935.38	25,000.00	64,000.00	55,000.00	90,000.00	90,000.00
302-60-54100-63064	STREET SIGNS	40,000.00	79,859.00	40,000.00	40,000.00	40,000.00	0.00	40,000.00
302-60-54100-63125	STORMWATER IMPROVEMENTS	0.00	0.00	175,000.00	0.00	0.00	0.00	0.00
302-60-54100-64000	MACHINERY & EQUIPMENT	0.00	0.00	15,000.00	0.00	0.00	0.00	0.00
302-60-54100-64001	VEHICLES	46,000.00	46,000.00	55,000.00	0.00	55,000.00	0.00	0.00
Activity: 54100 - STREETS, ROADS, DRAINAGE Total:		1,471,000.00	2,675,333.46	460,000.00	779,000.00	1,370,000.00	805,000.00	830,000.00
Department: 60 - PUBLIC WORKS Total:		1,471,000.00	2,675,333.46	460,000.00	779,000.00	1,370,000.00	805,000.00	830,000.00
Total Expenses		\$1,471,000.00	\$2,675,333.46	\$460,000.00	\$779,000.00	\$1,370,000.00	\$805,000.00	\$830,000.00



Town of Orange Park, FL

# CAPITAL IMPROVEMENT PLAN - Gas Tax Projects

## Project Descriptions

For Fiscal 2026-2027 through 2030-2031

### PROJECT DESCRIPTIONS

Fund: 302 - GAS TAX STREETS CAPITAL PROJECTS

Department: 60 - PUBLIC WORKS

Activity: 54100 - STREETS, ROADS, DRAINAGE

<a href="#">302-60-54100-46030</a>	R&M - PAVING/DRAINAGE	Paving/Drainage Projects & Resurfacing various roads through the Town. See attached list for individual streets for each fiscal year. \$150k (FY 26-27); \$675k (FY 27-28); \$1.220M (FY 28-29); \$715k (FY 29-30); \$700k (FY 30-31)
<a href="#">302-60-54100-63054</a>	SIDEWALK IMPROVEMENTS	Replace broken sidewalks townwide - \$25k (FY 26-27) Replace broken sidewalks townwide - \$64k (FY 27-28) Replace broken sidewalks townwide - \$55k (FY 28-29) Replace broken sidewalks townwide - \$90k (FY 29-30) Replace broken sidewalks townwide - \$90k (FY 30-31)
<a href="#">302-60-54100-63064</a>	STREET SIGNS	Replacement of old street signs with new historical ones and solar crosswalk lights- \$40k (FY 26-27 through FY 28-29 & FY 30-31)
<a href="#">302-60-54100-64000</a>	MACHINERY & EQUIPMENT	Grading rake for Skid Steer - \$15k (FY 26-27)
<a href="#">302-60-54100-64001</a>	VEHICLES	Replace pickup truck - \$55k (FY 26-27 & 28-29)
<a href="#">302-60-54100-63125</a>	STORMWATER IMPROVEMENTS	Resurfacing associated w/projects - \$175k (FY26-27) - Example Milwaukee Ave Boardwalk

Town of Orange Park  
 Five Year Projected Capital Program  
 Fiscal Years 2026-2027 Through 2030-2031  
 Gas Tax Fund  
 Paving/Drainage & Resurfacing Schedule

<u>Street</u>	<u>Estimate</u>	<u>FY2026/27</u>	<u>FY2027/28</u>	<u>FY2028/29</u>	<u>FY2029/30</u>	<u>FY2030/31</u>	<u>5 Year Total</u>
<u>Paving/Drainage</u>							
Ralph	\$600,000			\$600,000			\$600,000
Hurley	\$715,000		\$495,000	\$220,000			\$715,000
Rusmor	\$480,000		\$180,000	\$300,000			\$480,000
Mound/Clinton	\$560,000				\$560,000		\$560,000
Stowe	\$600,000					\$600,000	\$600,000
<u>Resurfacing Program</u>							
Roadway Assessment	\$155,000				\$155,000		\$155,000
TBD	\$350,000	\$150,000		\$100,000		\$100,000	\$350,000
<b>Total of Projects Planned</b>	<b>\$3,460,000</b>	<b>\$150,000</b>	<b>\$675,000</b>	<b>\$1,220,000</b>	<b>\$715,000</b>	<b>\$700,000</b>	<b>\$3,460,000</b>



Town of Orange Park, FL

# CAPITAL IMPROVEMENT PLAN - Water & Sewer Projects

## Expense Account Summary

For the Fiscal Years 2026-2027 through 2030-2031

		2025-2026						
		Original Budget	Current Budget	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
<b>Fund: 405 - W&amp;S CAP IMPROVEMENT FUND</b>								
<b>Department: 60 - PUBLIC WORKS</b>								
<b>Activity: 53300 - WATER UTILITY</b>								
<a href="#">405-60-53300-46150</a>	R & M - FIRE HYDRANT	15,500.00	50,887.16	20,500.00	20,500.00	25,000.00	25,000.00	25,000.00
<a href="#">405-60-53300-62000</a>	BUILDINGS	375,000.00	399,807.52	250,000.00	150,000.00	0.00	0.00	0.00
<a href="#">405-60-53300-63016</a>	WATER MAIN UPGRADES	500,000.00	1,118,900.06	200,000.00	200,000.00	300,000.00	500,000.00	600,000.00
<a href="#">405-60-53300-63021</a>	REPLACE WATER METERS	30,000.00	30,000.00	145,000.00	150,000.00	100,000.00	85,000.00	20,000.00
<a href="#">405-60-53300-63022</a>	REPAIR/REPLACE WATER LINE	100,000.00	354,765.74	100,000.00	40,000.00	40,000.00	40,000.00	40,000.00
<a href="#">405-60-53300-63121</a>	ISOLATION VALVES	100,000.00	173,015.76	50,000.00	75,000.00	50,000.00	50,000.00	50,000.00
<a href="#">405-60-53300-63126</a>	WATER PLANT IMPROVEMENTS	25,000.00	418,245.62	100,000.00	100,000.00	100,000.00	100,000.00	80,000.00
<a href="#">405-60-53300-63157</a>	WATER METER TRANSMITTERS	250,000.00	255,198.72	85,000.00	85,000.00	85,000.00	60,000.00	0.00
<a href="#">405-60-53300-63158</a>	EXTEND WATER SERVICE	0.00	25,136.28	0.00	0.00	0.00	0.00	0.00
<a href="#">405-60-53300-63178</a>	INSTALLATION OF WATER MAIN	0.00	43,178.43	300,000.00	0.00	0.00	0.00	0.00
<a href="#">405-60-53300-64000</a>	MACHINERY & EQUIPMENT	120,000.00	270,000.00	0.00	0.00	0.00	0.00	0.00
<a href="#">405-60-53300-64001</a>	VEHICLES	0.00	0.00	0.00	55,000.00	0.00	55,000.00	0.00
<b>Activity: 53300 - WATER UTILITY Total:</b>		<b>1,515,500.00</b>	<b>3,139,135.29</b>	<b>1,250,500.00</b>	<b>875,500.00</b>	<b>700,000.00</b>	<b>915,000.00</b>	<b>815,000.00</b>
<b>Activity: 53500 - SEWER/WASTEWATER</b>								
<a href="#">405-60-53500-62000</a>	BUILDINGS	375,000.00	414,807.52	250,000.00	150,000.00	0.00	0.00	0.00
<a href="#">405-60-53500-63018</a>	MANHOLE IMPROVEMENTS	150,000.00	244,341.25	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
<a href="#">405-60-53300-63023</a>	REPAIR/REPLACE SAN. SEWER	0.00	619,885.12	0.00	325,000.00	10,000.00	200,000.00	10,000.00
<a href="#">405-60-53300-63122</a>	REHAB LIFT STATIONS	550,000.00	955,516.07	650,000.00	650,000.00	700,000.00	700,000.00	700,000.00
<a href="#">405-60-53500-65015</a>	SEWER RELINING	300,000.00	422,681.84	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00
<a href="#">405-60-53500-65016</a>	TELEMETRY CONNECTION FOR LIFT STATIONS	50,000.00	170,380.50	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
<a href="#">405-60-53300-63131</a>	PORTABLE EMERGENCY GENERATORS-LIFT STATIONS	60,000.00	82,534.98	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00
<a href="#">405-60-53500-63127</a>	SEWER PLANT IMPROVEMENTS	60,000.00	491,285.05	60,000.00	60,000.00	60,000.00	100,000.00	60,000.00
<a href="#">405-60-53500-63148</a>	NEW WASTEWATER FILTERS	25,000.00	25,000.00	50,000.00	0.00	0.00	50,000.00	0.00
<a href="#">405-60-53500-65023</a>	EXTEND SEWER SERVICE	20,000.00	89,949.38	0.00	20,000.00	20,000.00	20,000.00	0.00
<a href="#">405-60-53500-65024</a>	WASTEWATER MIXERS, MOTORS, AND GEAR BOXES	0.00	30,000.00	30,000.00	0.00	30,000.00	0.00	0.00
<a href="#">405-60-53500-65025</a>	NEW BLOWERS	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	0.00
<a href="#">405-60-53500-63171</a>	REPLACE BAR SCREEN	0.00	97,236.27	100,000.00	0.00	0.00	0.00	0.00
<a href="#">405-60-53500-65027</a>	SEPTIC TO SEWER CONVERSION	0.00	1,347,591.70	0.00	0.00	0.00	0.00	0.00
<a href="#">405-60-53500-65028</a>	SURGE TANK	425,000.00	36,687.50	550,000.00	0.00	600,000.00	0.00	600,000.00
<a href="#">405-60-53500-64000</a>	MACHINERY & EQUIPMENT	51,000.00	66,000.00	45,000.00	0.00	30,000.00	0.00	0.00
<a href="#">405-60-53500-64001</a>	VEHICLES	46,000.00	46,000.00	0.00	0.00	55,000.00	0.00	55,000.00
<b>Activity: 53500 - SEWER/WASTEWATER Total:</b>		<b>2,212,000.00</b>	<b>5,239,897.18</b>	<b>2,345,000.00</b>	<b>1,815,000.00</b>	<b>2,115,000.00</b>	<b>1,680,000.00</b>	<b>1,935,000.00</b>
<b>Department: 60 - PUBLIC WORKS Total:</b>		<b>3,727,500.00</b>	<b>8,379,032.47</b>	<b>3,595,500.00</b>	<b>2,690,500.00</b>	<b>2,815,000.00</b>	<b>2,595,000.00</b>	<b>2,750,000.00</b>
<b>Total Expenses</b>		<b>\$3,727,500.00</b>	<b>\$8,379,032.47</b>	<b>\$3,595,500.00</b>	<b>\$2,690,500.00</b>	<b>\$2,815,000.00</b>	<b>\$2,595,000.00</b>	<b>\$2,750,000.00</b>



# CAPITAL IMPROVEMENT PLAN - Water & Sewer Projects Project Descriptions

For the Fiscal Years 2026-2027 through 2030-2031

## PROJECT DESCRIPTIONS

**Fund: 405 - W&S CAP IMPROVEMENT FUND**

**Department: 60 - PUBLIC WORKS**

**Activity: 53300 - WATER UTILITY**

<a href="#">405-60-53300-46150</a>	REPAIR & MAINTENANCE - FIRE HYDRANT
<a href="#">405-60-53300-62000</a>	BUILDINGS
<a href="#">405-60-53300-63016</a>	WATER MAIN UPGRADES
<a href="#">405-60-53300-63021</a>	REPLACE WATER METERS
<a href="#">405-60-53300-63022</a>	REPAIR/REPLACE WATER LINE
<a href="#">405-60-53300-63121</a>	ISOLATION VALVES
<a href="#">405-60-53300-63126</a>	WATER PLANT IMPROVEMENTS
<a href="#">405-60-53300-63157</a>	WATER METER TRANSMITTERS
<a href="#">405-60-53300-63178</a>	INSTALLATION OF WATER MAIN
<a href="#">405-60-53300-64001</a>	VEHICLES

Fire hydrant replacement program  
 Construction of equipment storage building  
 Program to replace old water mains townwide. Projects will be coordinated with the streets capital budget projects under Sales & Gas tax funds  
 Program to replace old water meters  
 This is a replacement program for old water services not identified in larger projects-Kingsley Crossing-West of RR Tracks - \$100k (FY 26-27); \$40k (FY 27-28 through FY 29-30)  
 Install valves on water mains  
 Upgrades to critical components; SCADA-Data Flow Systems; valves, pumps, and sensors  
 Install transmitter on water meters to allow meter reading utilizing drive-by technology  
 Shaw to Miller to Fromhart \$300k (FY26-27)  
 Replace pickup truck - \$55k (FY 27-28); Replace pickup truck - \$55k (FY 29-30)

**Activity: 53500 - SEWER/WASTEWATER**

<a href="#">405-60-53500-62000</a>	BUILDINGS
<a href="#">405-60-53500-63018</a>	MANHOLE IMPROVEMENTS
<a href="#">405-60-53300-63023</a>	REPAIR/REPLACE SAN. SEWER
<a href="#">405-60-53300-63122</a>	REHAB LIFT STATIONS
<a href="#">405-60-53500-65015</a>	SEWER RELINING
<a href="#">405-60-53500-65016</a>	TELEMETRY CONNECTION FOR 5 LIFT STATIONS
<a href="#">405-60-53300-63131</a>	PORTABLE EMERGENCY GENERATORS-LIFT STATIONS
<a href="#">405-60-53500-63127</a>	SEWER PLANT IMPROVEMENTS
<a href="#">405-60-53500-63148</a>	NEW WASTEWATER FILTERS
<a href="#">405-60-53500-65023</a>	EXTEND SEWER SERVICE
<a href="#">405-60-53500-65024</a>	WASTEWATER MIXERS, MOTORS, AND GEAR BOXES
<a href="#">405-60-53500-65025</a>	NEW BLOWERS
<a href="#">405-60-53500-63171</a>	REPLACE BAR SCREEN
<a href="#">405-60-53500-65028</a>	SURGE TANK
<a href="#">405-60-53500-64000</a>	MACHINERY & EQUIPMENT
<a href="#">405-60-53500-64001</a>	VEHICLES

Construction of equipment storage building  
 Replace/rehabilitation/line program for leaking manholes  
 Inspection and lining of aging sewer lines  
 Rehabilitate aging lift stations  
 Relining sewer mains at various areas around Town  
 Radio tower/card replacement - \$50k (FY 26-27 through FY 30-31)  
 Provide critical emergency power to lift stations during power outages  
 Various improvements to the Sewer Plant  
 Replace WW filters FY26-27; FY29-30 - \$50k ea  
 Expand system to properties currently not served with water  
 Replace existing mixers \$30k (FY 26-27) & (FY 28-29)  
 Replace blowers - \$100k (FY 26-27 through FY 29-30)  
 Replace barscreen - \$100k (FY 26-27)  
 A re-conditioning of the 20-year old holding tank. The project includes cleaning, sandblasting, repairing damaged areas, inspecting systems, air and sanitary piping and system, and re-configuration for maximum performance.  
 Composite sampler - \$30k (FY 26-27 & FY 28-29); Replace Gator - \$15k (FY26-27)  
 Purchase dump truck - \$55K (FY 28-29); purchase pickup truck - \$55k (FY 30-31);



Town of Orange Park, FL

## CAPITAL IMPROVEMENT PLAN - Stormwater Fund Projects

### Expense Account Summary

For Fiscal 2026-2027 through 2030-2031

		2025-2026						
		Original Budget	Current Budget	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
<b>Fund: 425 - STORMWATER FUND - MAIN PROPOSAL</b>								
<b>Department: 60 - PUBLIC WORKS</b>								
<b>Activity: 53800 - STORMWATER MANAGEMENT</b>								
<a href="#">425-60-53800-63125</a>	STORMWATER IMPROVEMENTS	80,000.00	585,171.45	650,000.00	100,000.00	124,000.00	200,000.00	200,000.00
<a href="#">425-60-53800-63163</a>	REPLACE CULVERTS & HEAD WALLS	600,000.00	727,020.31	500,000.00	500,000.00	500,000.00	0.00	0.00
<a href="#">425-60-53800-63164</a>	DREDGING	0.00	300,000.00	200,000.00	150,000.00	150,000.00	500,000.00	0.00
<a href="#">425-60-53800-63165</a>	WINFRED DR STORMWATER IMPROVEMENTS	0.00	613,900.00	0.00	0.00	0.00	0.00	0.00
<a href="#">425-60-53800-63167</a>	ST JOHNS RIVER BANK STABILIZATION	0.00	815,900.00	0.00	0.00	0.00	0.00	0.00
<a href="#">425-60-53800-63168</a>	SHAW STREET POND IMPROVEMENTS	0.00	0.00	0.00	60,000.00	1,000,000.00	0.00	0.00
<a href="#">425-60-53800-63179</a>	FDEP RESILIENCY GRANT	14,000,000.00	14,000,000.00	0.00	0.00	0.00	0.00	0.00
<a href="#">425-60-53800-63180</a>	HMGP GRANTS	0.00	2,142,933.99	0.00	0.00	0.00	0.00	0.00
<a href="#">425-60-53800-64000</a>	MACHINERY & EQUIPMENT	100,000.00	100,000.00	0.00	650,000.00	18,000.00	0.00	0.00
<a href="#">425-60-53800-64001</a>	VEHICLES	14,000.00	46,000.00	0.00	0.00	55,000.00	0.00	0.00
<b>Activity: 54100 - STREETS, ROADS, DRAINAGE Total:</b>		<b>14,794,000.00</b>	<b>19,330,925.75</b>	<b>1,350,000.00</b>	<b>1,460,000.00</b>	<b>1,847,000.00</b>	<b>700,000.00</b>	<b>200,000.00</b>
<b>Department: 60 - PUBLIC WORKS Total:</b>		<b>14,794,000.00</b>	<b>19,330,925.75</b>	<b>1,350,000.00</b>	<b>1,460,000.00</b>	<b>1,847,000.00</b>	<b>700,000.00</b>	<b>200,000.00</b>
<b>Total Expenses</b>		<b>\$14,794,000.00</b>	<b>\$19,330,925.75</b>	<b>\$1,350,000.00</b>	<b>\$1,460,000.00</b>	<b>\$1,847,000.00</b>	<b>\$700,000.00</b>	<b>\$200,000.00</b>



Town of Orange Park, FL

# CAPITAL IMPROVEMENT PLAN - Stormwater Fund Projects

## Project Descriptions

For the Fiscal Years 2026-2027 through 2030-2031

### PROJECT DESCRIPTIONS

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**Fund: 425 - STORMWATER FUND - MAIN PROPOSAL**

**Department: 60 - PUBLIC WORKS**

**Activity: 53800 - STORMWATER MANAGEMENT**

<a href="#"><u>425-60-53800-63125</u></a>	STORMWATER IMPROVEMENTS
<a href="#"><u>425-60-53800-63163</u></a>	REPLACE CULVERTS
<a href="#"><u>425-60-53800-63164</u></a>	DREDGING
<a href="#"><u>425-60-53800-63168</u></a>	SHAW STREET POND IMPROVEMENTS
<a href="#"><u>425-60-53800-64000</u></a>	MACHINERY & EQUIPMENT
<a href="#"><u>425-60-53800-64001</u></a>	VEHICLES

Improvements to stormwater systems in various neighborhoods  
 Ash St Culvert construction - \$500k; Morgan & San Robar culverts - \$500k (27/28-28/29)  
 Design - \$50k; Johnson Slough - \$150k (FY 26-27)  
 Dudley Branch - \$150k (FY 27-28 & FY 28-29); \$500k (FY 29-30)  
 Design - \$60k (FY 27-28); Project - \$1M (FY28-29)  
 Menzi Muck or Comparable- replaceing 10 year old Menzi - \$650k (FY 27-28)  
 Replace one mower - \$18k (FY 28-29)  
 Replace pickup truck - \$55k (FY 28-29)



### Town of Orange Park Agenda Memorandum

To: Town Council  
 Agenda Date: June 23, 2026  
 Submitting Department: Legislative

**Item Title:** Approval of an Agreement for Human Resources Consulting Services with CPS HR Consulting

<b>Check one:</b>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Regular Agenda
<b>Financial Impact if Applicable:</b> The contract sets a fixed maximum monetary indebtedness not-to-exceed \$31,440.00 per year over the duration of the agreement, subject to annual available and lawfully appropriated funds. There is currently \$58,000.00 allocated in the FY 25/26 Human Resources operating budget, which is sufficient to cover the agreement's first-year cost.	

**Background Information:** The Town of Orange Park issued a Request for Proposal (RFP) seeking professional human resources management consulting services. Following a competitive procurement process, Cooperative Personnel Services, doing business as CPS HR Consulting, was identified as the lowest responsive and responsible bidder to perform these services in accordance with the RFP terms, conditions, and specifications.

Under the terms of this three-year Agreement, the contractor will provide remote and on-demand operational and strategic HR consultation to support the Town's day-to-day HR functions. Initial workflows will begin with a comprehensive 10-hour Basic HR Compliance Assessment to evaluate the Town's current personnel records (including personnel files, secure storage, and I-9 forms), recruitment workflows, and pay practices for FLSA compliance. Following the assessment, CPS HR Consulting will deliver written recommendations and provide ongoing support in foundational areas including recruitment and onboarding strategies, single or small job family classification/compensation studies, benefits administration support, performance management, labor relations, and policy compliance.

Representatives with the firm will be present via Zoom to answer any questions.

**Action Requested:** Motion to approve the Agreement for Human Resources Consulting Services with CPS HR Consulting.

**Information Attached:**  
[CPS HR Agreement](#)



**AGREEMENT FOR SERVICES**  
(Human Resources Consulting)

**THIS AGREEMENT FOR SERVICES** (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”) by and between the **TOWN OF ORANGE PARK**, a municipality existing under the laws of the State of Florida, having its principal office at 2042 Park Avenue, Orange Park, FL 32073 (hereinafter referred to as the “Town” or “Owner” or “Buyer”) and **COOPERATIVE PERSONNEL SERVICES** doing business as CPS HR CONSULTING, a California, having its principal office at 2450 Del Paso Road, Suite 220, Sacramento CA 95834 (hereinafter referred to as the “Contractor”), and.

**RECITALS:**

**WHEREAS**, the Town issued Request for Proposal for human resources consulting services and all associated addenda and attachments, which bid documents and specifications are incorporated herein by reference (the “RFP”); and,

**WHEREAS**, Contractor submitted a bid proposal to the RFP, which is incorporated herein by reference (“Contractor’s Bid Proposal”); and,

**WHEREAS**, Contractor is the lowest responsive, responsible bidder, and the Town has selected Contractor to perform human resources consulting in accordance with the RFP terms and conditions; and

**WHEREAS**, the Town desires to procure human resources consulting services from Contractor, subject to the terms and conditions of this Agreement;

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

**Section 1.       Recitals.** The above-stated recitals are true and correct and are made a part hereof and are incorporated herein by this reference.

**Section 2.       Services.** Contractor shall perform the Services, subject to the terms of this Agreement. Contractor shall provide the Services and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder. Contractor acknowledges that this Contract requires the performance of all things necessary for or incidental to the effective and complete performance of the Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Contract, and Contractor shall perform the same as though they were specifically mentioned, described and delineated. Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this Contract. The Services shall be accomplished at the direction of and to the satisfaction of the Contract Manager. In the event of a conflict between the provisions of the Services as described in the Proposal and this Agreement, this Agreement shall govern and control. The parties acknowledge that time is of the essence in completing the Services.

**Section 3.       Maximum Indebtedness; Contract Price.** The Town’s maximum indebtedness for the Services under this Contract shall not exceed the fixed monetary amount not-to-

exceed Thirty-One Thousand, Four Hundred Forty and 00/100 (\$31,440.00), subject to annual available and lawfully appropriated funds. The Contract payment terms are set forth on **Exhibits A and D** attached hereto.

**Section 4. Contract Term.** The term of this Contract shall commence on the Effective Date and shall continue for a period of three (3) years thereafter, unless sooner terminated by either party in accordance with the terms of this Agreement.

**Section 5. Contract Documents.** This Contract consists of this Agreement including exhibits attached hereto, as modified by any subsequent signed amendments.

**Section 6. Notice Requirements.** Unless otherwise provided herein, any and all notices, which are permitted or required in this Contract, shall be in writing and shall be duly delivered and given when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated below or via email with an acknowledge delivery receipt by the other party. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein or such other address either party from time to time specifies in writing to the other.

As to the Town:           Town of Orange Park  
2042 Park Avenue  
Orange Park, FL 32073  
Attention: Town Clerk  
Email: [crusso@townop.com](mailto:crusso@townop.com)

With a copy to:           Town Attorney  
Same address as above  
Email: [lhodges@sgrlaw.com](mailto:lhodges@sgrlaw.com)

As to Contractor:       Cooperative Personnel Services d/ba/ CPS HR Consulting  
Melissa Asher, Chief of Client Services  
2450 Del Paso Road, Suite 160  
Sacramento, CA 95834  
Email: [masher@cpshr.us](mailto:masher@cpshr.us)

Either party may at any time designate a different address and/or contact person by giving notice as provided above.

**Section 7. Contract Managers.** Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Agreement. As of the Effective Date, the Town's Contract Manager is the Town Manager, and Contractor's Contract Manager is Christina Batorski Peacock. Each party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his contact information; provided, such changes shall not be deemed Agreement amendments and may be provided via email.

**Section 8. Required Affidavits.** Contemporaneously with the execution of this Agreement, and as a condition precedent to the enforceability of this Agreement including the Town’s obligations hereunder, Contractor shall deliver to the Town an executed Human Trafficking Affidavit and Entities of Foreign Countries of Concern Affidavit in the forms attached hereto as **Exhibit B-1** and **Exhibit B-2**, respectively.

**Section 9. Indemnification and Insurance; Performance Bonds.** Prior to commencing the Services, Contractor shall adhere to the indemnification and insurance requirements contained on **Exhibit C** attached hereto and any applicable performance and payment bond requirements required on **Exhibit D** attached hereto.

**Section 10. Miscellaneous Required Contract Provisions.** Contractor shall adhere to the additional required contract provisions set forth on **Exhibit D** attached hereto.

**Section 11. Exhibits.** All Exhibits attached hereto are hereby fully incorporated herein by reference.

**Section 12. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Agreement by affixing additional terms to materials delivered to the Town (e.g., “shrink wrap” terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

**Section 13. Execution Authority.** Each party represents and warrants to the other party that such party has full right and authority to execute and perform its obligations under the Agreement, and each party and the person signing this Agreement on behalf of each party represent and warrant to the other party that such person is duly authorized to execute this Agreement on behalf of such party without further consent or approval by anyone. Each party shall promptly deliver to the other party upon request all documents reasonably requested by the other party to evidence such authority.

**Section 14. Amendments.** All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

**Section 15. Counterparts.** This Agreement, and all amendments thereto, may be executed electronically and in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[The remainder of this page was intentionally left blank by the parties.]

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract the day and year first above written.

**TOWN:**

**TOWN OF ORANGE PARK**, a municipality existing under the laws of the State of Florida

By: \_\_\_\_\_  
Winnette Sandlin, as Mayor

Attest:

By \_\_\_\_\_  
Town Clerk

In compliance with the Charter of the Town of Orange Park, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing contract or obligation and provision has been made for the payment of monies provided therein to be paid.

\_\_\_\_\_  
Town Manager or authorized designee

**CONTRACTOR:**

**COOPERATIVE PERSONNEL SERVICES  
D/B/A CPS HR CONSULTING**, a California joint powers authority

\_\_\_\_\_  
Print Name: Sandy MacDonald-Hopp  
Title: Chief Financial Officer

**Exhibit A**

**RFP [insert number and approved scope of work]**

[To immediately follow this page.]

## Technical Approach and Scope of Services

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### Basic HR Compliance Assessment

We recommend starting with an HR compliance assessment to assess the Town's current HR practices, policies, and systems in order to develop an implementation plan. Our basic HR Compliance Assessment can normally be completed within approximately 10 hours and the work is done virtually using Microsoft Teams, phone, and e-mail communications. This process would include the following steps:

1. Kick off meeting to set expectations and plan a basic HR compliance assessment, including scope of work and timeline.
2. Interview style HR assessment conducted virtually via Microsoft Teams to gather information about the current HR function, focusing on compliance activities and HR policies and procedures, including, but not limited to:
  - Personnel files and confidential employee files (i.e., health records, investigations, etc.).
  - I-9 Forms.
  - HR related policies and procedures, such as recruiting, on-boarding, off-boarding, etc., and compliance related policies such as anti-discrimination, no retaliation, EEO, etc.
  - Pay practices (focused on FLSA compliance)
  - Mandatory employer posters
  - Safe and secure storage of confidential HR documents
3. Using the information collected, develop written recommendations to strengthen compliance and enhance and/or put in place best practices for foundational areas of HR management.
4. Presentation of draft HR compliance assessment results and recommendations.
5. Updates to the HR compliance assessment recommendations, based on presentation feedback, and delivery of a final report.

### HR Consulting Services

Our approach includes providing human resources expertise, advice, and consultation to ensure the appropriate research, analysis, and professional HR guidance are utilized for all assigned duties and responsibilities. These duties would include delivery of HR services as well as providing best practice recommendations and assistance with implementation in the requested service areas.

CPS HR staff assigned would work remotely and can assist with a specific project or provide operational or strategic HR consultation to support the day-to-day HR function as needed and on-demand. We will comply with any confidentiality and system requirements the Town has determined are necessary to maintain the integrity and confidentiality of its data.

**HR Support and Consultation:** CPS HR can provide the Town with *virtual* HR consultation in the areas requested by the Town, and we also provide support in these primary areas below. Some typical tasks are listed below:

#### **Recruitment, Selection, and Onboarding**

- Devise a recruitment strategy and timeline.
- Work with hiring managers to develop job postings and ideal candidate profiles.
- Develop recruitment brochures, if requested.
- Create and post advertising on appropriate channels.
- Perform outreach to build awareness of the position and attract diverse candidate pools.
- Review application materials.
- Conduct scoring and screening processes.
- Coordinate selection hurdles including oral panel interviews and final hiring interviews which include preparation of evaluation materials, orientation of interview panel members, and facilitation of consensus meeting or rating results.
- Conduct professional reference and background checks, if requested.
- Oversee onboarding processes to ensure seamless integration of new employees, if requested.

#### **Classification and Compensation Studies**

- Draft or revise job descriptions to include missing requirements such as language around driving requirements and pre-employment notices.
- Perform single or small job family classification studies.
- Conduct single or small job family market rate base salary compensation studies.

#### **Benefit Administration**

- Act as primary contact or work behind the scenes to support HR staff with general benefits administration including:
  - Fielding employee questions;
  - Processing benefit enrollments, changes, and terminations.; and/or
  - Coordinating open enrollment activities.

- Work with third party providers to advise the Town on competitive benefits packages tailored to the Town's size and needs.

#### **Performance Management and Employee Development**

- Review performance management processes, procedures, tools, and resources and updated, if needed.
- Ensure performance management schedule is updated and communicated to employees and supervisors.
- Facilitate training on the performance management process with new employees and supervisors.
- Ensure all required documentation is submitted for the employee's personnel file at the completion of the performance period.
- Work with the Town to develop a leadership program to provide training and support to newly promoted employees.
- Recommend training programs, including supervisory, leadership, compliance, and safety training, in addition to all mandatory training.
- Prepare and estimate training budgets.
- Develop a training schedule and tracking method.

#### **Employee Relations (investigations, mediation, etc.)**

- Act as primary contact, or work behind the scenes to support HR staff, in the administration labor relations while ensuring the highest degree of confidentiality in all matters.
- Review labor relations policies and practices and update, revise or create new processes if needed or requested.
- Provide advice, counsel, recommendations, and training to ensure a positive and productive work environment.
- Provide direction for employee related matters such as time-off, medical leave, formal and informal employee complaints, discipline, promotions, demotions, and termination of employees, and unemployment.
- Prepare and implement strategies to prevent and resolve employee problems or disputes.
- Conduct workplace investigations or mediation services if needed or requested (and at an additional cost/higher pay rate).
- Provide support during union negotiations in coordination with legal counsel.

- Develop and implement a Town-wide wellness program; provide suggestions on programs and policies the Town could implement to support employee wellness; work with stakeholders to develop a wellness program that meets the Town’s needs.

#### **Labor Relations**

- Ensure compliance with MOUs or other bargaining agreements.
- Create policy related to MOUs.
- Respond to grievances.
- Facilitate Union communications.

#### **Policies and Procedures**

- Ensure compliance with all applicable labor laws and regulations to include assisting with the review and interpretation of current, revised, and/or new HR-related laws, policies, and/or procedures.
- Develop or review and update employee handbooks.
- Develop or review and update stand-alone policies and procedures, as needed, or requested.
- Provide guidance on employment practices and HR compliance issues.

#### **Onboarding, Offboarding and Lifecycle Management**

- Review and or develop an onboarding program to include required paperwork, training, needed access, etc.
- Manage offboarding to include collection of property, IT notifications, and determination and communication regarding the termination of benefits.
- Conduct exit interviews and provide periodic analysis and trends; analyze collected information and make recommendations to the Town for retention and ways to promote positive employee morale.
- Provide recommendations to improve retention, succession planning and workforce planning.
- Analyze workforce trends, including aging and years-of-service data to inform workforce planning.

#### **Additional HR Tasks\***

- Provide ongoing consultation and HR expertise to stakeholders/leadership.
- Recommend best practices for ongoing compliance.

*Proposal to Town of Orange Park  
RFP – Human Resources Management Services*

- Audit and align HR business practices with operating procedures to be aligned in personnel matters, including HRIS systems/HR Records and Benefits to ensure data is complete and compliant, and properly administered.
- Review hiring, onboarding and other selection related processes including I-9 verifications, DMV driving records, and pre-employment physicals for safety-sensitive positions and update, revise, or create new processes if needed or requested.
- Review background, education, employment, personal, and professional reference check practices and update, revise, or create new processes if needed or requested.
- Leave management administration.
- Process personnel action forms.
- Review and/or administer Merit step increases.
- Other HR duties related to recruitment, compliance, training, and personnel processing.

*\*We are not able to assist with payroll processing.*

## Fee Proposal

CPS HR proposes a time and materials pricing model for this project. The total estimate is based on an average of 20 hours per month, but we are more than willing to increase or decrease the monthly workload and adjust the total budget in order to meet the Town’s expectations.

Roles and hourly rates at each staffing level are listed below. Most services would be delivered at the Senior HR Consultant level. CPS HR will invoice the Town on a monthly basis for actual hours worked and expenses incurred.

Staffing Level	Name	Estimated Hours Per Month	Hourly Rate	Total Annual Amount
Project Manager	Christina Peacock	1	\$180	\$180
Senior HR Consultant	Edward Sisson	18	\$130	\$2,340
Administrative Technician	Jackie Frost	1	\$100	\$100
<b>Total estimated Monthly Hours and Cost</b>		<b>20</b>		<b>\$2,620</b>
<b>Total Estimated Annual Hours and Cost (includes any expenses)</b>		<b>240</b>		<b>\$31,440</b>

### Expenses

CPS HR assumes that the majority of the work being requested can be provided remotely through phone, e-mail, and web conferencing. However, if the Town requires provision of these services onsite, travel time will be billed at half the hourly bill rate and applicable mileage, lodging, per diem, and parking expenses will be billed at the current IRS rates. There is no mark-up on expenses. CPS HR will obtain prior approval from the Town for all direct costs.

### Renewal Options

We are open to optional renewal years after the initial term of three (3) years to maintain ongoing HR consultation and support for the Town. The Town may determine the not-to-exceed amount for each renewal term based on its budgetary and operational needs.

### Pricing Philosophy

CPS HR is open to discussing alternative work plans which may alter the cost of the project. If the Town needs more or fewer HR support hours than originally estimated—whether weekly or monthly—we can adjust the workload and budget accordingly. We're also open to discussing any necessary changes or extra services, such as updates to the project plan, timeline, or budget.

**Exhibit B-1**

**Human Trafficking Affidavit**  
**(Section 787.06, Florida Statutes)**

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as \_\_\_\_\_ of \_\_\_\_\_, a Florida \_\_\_\_\_ (the "Company").

3. The Company does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.

Executed to be effective as of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_. Said individual  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Name: \_\_\_\_\_

NOTARY PUBLIC, State of Florida

Serial Number (if any) \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(SEAL)

**Exhibit B-2**

**Entities of Foreign Countries of Concern Affidavit**  
**(Section 287.138, Florida Statutes)**

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as \_\_\_\_\_ of \_\_\_\_\_, a Florida \_\_\_\_\_  
\_\_\_\_\_ (the "Entity").
3. The Entity is not owned by the government of a foreign country of concern.
4. The government of a foreign country of concern does not have a controlling interest in the Entity.
5. The Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
6. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.

Executed to be effective as of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_. Said individual  is personally known to me or  has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Name: \_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Serial Number (if any) \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## Exhibit C

### Indemnification and Insurance

#### Indemnification

Contractor and its subcontractors (the “Indemnifying Party”) shall hold harmless, indemnify, and defend the Town of Orange Park, Florida (“Town”) and their respective members, officers, officials, employees and agents (collectively the “Indemnified Parties”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party’s performance of the Agreement, operations, services or work performed hereunder; and
2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and
3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this Agreement (the “Service(s)”), any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the Town, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

## Insurance Requirements

Without limiting its liability under this Agreement, Contractor and its subcontractors shall always during the term of this Agreement procure prior to commencement of work to maintain coverages for the life of this Agreement and shall be endorsed to name the Town and its respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

### Insurance Coverages

Schedule	Limits
Worker's Compensation Employer's Liability	Florida Statutory Coverage \$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Each Employee/Disease

This insurance shall cover Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

\$1,000,000	General Aggregate
\$1,000,000	Products & Comp. Ops. Agg.
\$1,000,000	Personal/Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Damage to Rented Premises
\$ 5,000	Medical Expenses

### Commercial General Liability

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the Town. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability            \$1,000,000 Combined Single Limit (Coverage for all automobiles, contractors automotive equipment; owned, hired or non-owned used in performance of the Contract; property damage per claim and aggregate)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida



above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the Town may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the Town and its respective members, officers, officials, employees and agents also be named as an additional insured.

L. Special Provision. Prior to executing this Agreement, Contractor shall present this Agreement and these insurance requirements to its Insurance Agent Affirming: 1) That the Agent has Personally reviewed the insurance requirements of the Agreement Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Agreement.

## Exhibit D

### Additional Required Contract Provisions

**D.1. Relationship of the Parties.** In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of Buyer. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

**D.2. Buyer's Right to Make Changes.** Buyer may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. Buyer will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

**D.3. Service Warranties.** Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with Buyer for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by Buyer shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well. The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Service that have been produced by anyone other than Contractor or its subcontractors; (ii) to any modifications made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent; or (iii) to any use of the Service in a manner or for any purpose other than those contemplated in the Contract. Contractor's warranties extend solely to the Buyer.

**D.4. Buyer Will Assist Contractor.** At Contractor's request, Buyer will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. Buyer will also designate a Contract Manager who will, on behalf of Buyer, work with Contractor and administer the Contract in accordance with its terms.

**D.5. Location Requirements for Services.** Unless otherwise stated herein, the Services shall be performed Remotely, in Orange Park or in Clay County and no Services will be performed outside of the United States. These restrictions may be modified in writing if Buyer determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

**D.6. Use of Subcontractors; Flow-Down Provisions.** Except to the extent the use of subcontractors is disclosed and consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be

responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

**D.7. Meetings and Reports.** Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Buyer and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as Buyer reasonably requests.

**D.8. Ownership of Works.** (a) As used in this Section and the Section below entitled "Intellectual Property", the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract. (b) With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in the Section "Intellectual Property" below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation. (c) Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.

**D.9. Intellectual Property Pre-Existing Works.**

Contractor shall retain all right, title and interest in and to all pre-existing works used in connection with any work product produced under this Agreement, but grants Town an irrevocable, royalty-free, perpetual and non-exclusive license to use the work solely for internal purposes. Pre-existing Works are defined as inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property which existed prior to commencement of this Agreement including any classes offered in Contractor's course catalog or any other classes taught by

Contractor or Contractor's instructors. In addition, to the extent that Contractor incorporates pre-existing works into a derivative work, Contractor will retain ownership of the pre-existing portion of the derivative work. Apart from the above, any other work product, including those portions of derivative works created exclusively for Town with funds provided under this Agreement, shall be co

**D.10. Software Development Processes and Standards.** To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially accepted software development and documentation processes and standards.

**D.11. Limitation of Warranty for Buyer-Furnished Software.** In lieu of any other warranty expressed or implied herein Buyer warrants that any programming aids and software packages supplied for Contractor use as Buyer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by Buyer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should Buyer furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify Buyer and supply documentation regarding any defects and their effect on progress on the Contract. Buyer will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the Buyer-furnished property in accordance with the procedures provided for in Section E.3 above ("Buyer's Right to Make Changes").

**D.12. Loss of Data.** If any Buyer data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by Buyer. This remedy shall be in addition to any other remedy Buyer may be entitled to by law or the Contract.

**D.13. Best Pricing for Comparable Services to Other Government Entities.** Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. Buyer may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

**D.14. Purchase Orders.** If the Contract requires a Service to be ordered by Buyer via purchase order, Contractor shall not deliver or furnish the Service until a Buyer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by Buyer directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Buyer.

**D.15. Taxes.** Buyer is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to Buyer.

**D.16. Right of Setoff.** Buyer may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by Buyer (or any other local government entity or authority located in Clay County, Florida) against Contractor.

**D.17. Attorneys Fees.** Each party shall be responsible for its own attorneys' fees related in any manner to this Agreement.

**D.18. Retention of Records / Audits.** (a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and

all other documents pertaining to the Contract (collectively, the “Records”), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient. (b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance. (c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer’s auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring his photocopying equipment if Buyer so desires. (d) Consultant must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor. (e) Consultant must permit Buyer to interview any of Consultant’s employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee’s reasonable travel expenses, the interviews will be conducted at the employee’s primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year. (f) Following any audit or review, if performance of Consultant’s, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer’s written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer’s receipt of the corrective action plan. (g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes. (h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments. (i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

**D.19. Force Majeure, Notice of Delay, and No Damages for Delay.** Neither party shall be responsible for delays in performance if the delay was beyond that party’s control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform;

provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

**D.20. Qualification of Contractor Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of Buyer and with all controlling laws and regulations relevant to the services they are providing under the Contract. Buyer may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Contractor. Buyer may refuse access to, or require replacement of, any personnel for reasonable cause. Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than Buyer. As a condition to providing services to Buyer, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to Buyer upon request.

**D.21. Security Procedures.** Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and Buyer in performance of the Contract. Buyer agrees that any security procedures imposed by Buyer specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

**D.22. Restrictions on the Use or Disclosure of Buyer's Information.** Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of Buyer. At Buyer's request, all information furnished by Buyer will be returned to Buyer upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on Buyer's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Agreement.

**D.23. Protection of Contractor's Trade Secrets and Other Confidential Information.** All documents received by Buyer in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to Buyer. Buyer agrees to notify Contractor of any third party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, Buyer may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

**D.24. Notice and Approval of Changes in Ownership.** Because the award of the Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require Buyer's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of the Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

**D.25. Assignment of Antitrust Claims.** Contractor and Buyer recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Buyer. Therefore, Contractor hereby assigns to Buyer any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

**D.26. Equal Employment Opportunity.** The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to Buyer.

**D.27. Unauthorized Aliens; E-Verify.** The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. If the respondent knowingly employs unauthorized aliens, such violation shall cause unilateral cancellation of the Agreement. The respondent acknowledges and agrees that any Agreement awarded requires the respondent to register with and use the E-Verify System as provided in Section 448.095, FS. Further, the respondent acknowledges and agrees that if the respondent enters an agreement with any sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s),

that the sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s) must provide the responder with an affidavit stating that the sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s) does not employ, contract with, or subcontract with any unauthorized aliens. Contractor acknowledges that any violation with the aforementioned will result in a default to the Agreement and the City shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

**D.28. Prompt Payment to Subcontractors and Suppliers.** Payments under this Agreement shall be governed by the Local Government Prompt Payment Act, Chapter 218, Part 7, Florida Statutes.

**D.29. Conflicts of Interest.** Contractor acknowledges that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor. By execution of this Agreement, Contractor represents that no public official has a financial interest in Contractor's bid or contract.

**D.30. Substitution of Personnel.** In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. Contractor's substitute shall have the same or higher qualifications, years of experience, etc. as the personnel they are substituting.

**D.31. Methods and Times of Payment.** The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the Town periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Exhibit B – Payment Terms.

All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the Town, shall show the Town's contract title, and shall have a unique invoice number assigned by the Contractor. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the Town shall be forty-five (45) days from receipt of a proper invoice. Disputes for payment of obligations shall be concluded by final written decision of the Town Manager, or designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the Town.

Invoices and associated back-up documentation shall be submitted electronically by the Contractor to the Town as follows:

Town of Orange Park  
Finance Department  
2042 Park Avenue  
Orange Park, FL 32073  
Attention: John Villanueva  
Jvillanueva@townop.com  
Phone: 904-264-9565

Fax: 904-278-3039

The Town may at any time designate a different address and/or contact person by giving written notice to the Contractor.

**D.32. Proprietary Information.** As a political subdivision of the State of Florida, the Town is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession may constitute or contain information or materials which the Town has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town and, if the Computer Software has been leased or purchased by the Town, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

**D.33. Non-Discrimination.** During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor violates the Act during the term of this Contract.

**D.34. Mechanics Liens.** Contractor shall not cause or allow any mechanics lien or liens to be placed upon the Town's property, and if any such mechanics lien or liens are so placed upon the Town's property as a result of Contractor's actions, Contractor shall promptly pay and remove said lien or liens and if Contractor shall fail to remove the same within the same day of receipt of written notice thereof by Town. Contractor agrees that any mechanics lien placed on the Town's property by Contractor or any of its subcontractors is void and of no effect under against a government entity under Florida Mechanics Lien Law.

**D.35. Contingent Fees Prohibited.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona- fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, Buyer shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**D.36. Warranty of Ability to Perform.** Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify Buyer in writing if its ability to perform is compromised in any manner during the term of the Contract.

**D.37. Warranty of Incorporation.** Contractor represents and warrants that Contractor is a validly existing corporation or limited liability company, as applicable, and is registered and authorized to do business in the State of Florida.

**D.38. Governing State Law/Severability/Venue/Waiver of Jury Trial.** The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Clay County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

**D.39. Construction.** Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

**D.40. Bankruptcy.** The Town reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

**D.41. Press Release or Other Public Communications.** Under no circumstances shall the Contractor without the express written consent of the Town:

1. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

2. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and
3. Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor, or such parties has been approved or endorsed by the Town.

**D.42. Compliance with Applicable Laws.** The Contractor (and any subcontractors as to any services that the Contractor provides to the Buyer under this Agreement) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Town of Orange Park Ethics Laws; and
- All licensing and certification requirements applicable to performing the

Services.

**D.43. Employment Eligibility.** The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. In accordance with Chapter 2020-149, Laws of Florida, the Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. Contractor acknowledges that any violation with the aforementioned will result in a default to the Agreement and the Buyer shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

**D.44. Prohibition against Considering Social, Political or Ideological Interests in Government Contracting.** Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that Buyer in awarding contracts to vendors may not: (a) Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and (b) Give preference to a vendor based on the vendor's social, political, or ideological interests.

**D.45. Scrutinized Vendors.** Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

- i. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- ii. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Contractor:
  - (1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
  - (2) Is engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135(3)(a)4, Florida Statutes, the Buyer may terminate this Agreement at the Buyer's option if the Agreement is for goods or services in an amount of one million dollars or more and the Contractor:

(1) Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

(2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and

(3) Is engaged in business operations in Cuba or Syria.

iv. Pursuant to Section 287.135(3)(b), Florida Statutes, the Buyer may terminate this Agreement at the Buyer's option if the Agreement is for goods and services of any amount and the Contractor:

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or

(2) Is engaged in a boycott of Israel.

**D.46. Convicted Vendor List.** A person or affiliate placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes, following a conviction for a public entity crime may not do any of the following for a period of thirty-six (36) months from the date of being placed on the convicted vendor list:

- submit a bid on a Agreement to provide any goods or services to a public entity;
- submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Agreement with any public entity; and
- transact business with any public entity in excess of the Category Two threshold amount provided in Section 287.017, Florida Statutes.

**D.47. Discriminatory Vendor List.** An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

- submit a bid on a Agreement to provide any goods or services to a public entity;
- submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a Contractor, supplier, sub-Contractor, or consultant under a Agreement with any public entity; or
- transact business with any public entity.

**D.48. Buyer's Right to Suspend Work.** Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such

notice, or within any longer period agreed to by Contractor, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

**D.49. Buyer's Right to Terminate for Convenience.** Buyer reserves the right to terminate the Contract at any time and for any reason by giving written notice to Contractor. If the Contract is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to Buyer after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that Buyer's payment for Services forms the consideration for Contractor not having this right. In the event of Buyer's termination of the Contract, Buyer (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section 3.26 below.

**D.50. Buyer's Remedies Upon Contractor Default.** Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the 10-day cure period in its discretion. In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a false representation or certification in its Response, or (ii) Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector. Upon an "Event of Default" on the part of Contractor, Buyer will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to Buyer under the Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other. If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

**D.51. Contractor Remedies Upon Buyer Default.** Buyer shall be in default if Buyer fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of Buyer's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages. The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

**D.52. Public Records.** The Buyer is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a) Keep and maintain public records required by the Buyer in order to perform the service.
- b) Upon request from the Buyer's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Buyer.
- d) Upon completion of the Agreement, transfer, at no cost to the Buyer, all public records in possession of the Contractor, or keep and maintain public records required by the Buyer to perform the service. If the Contractor transfers all public records to the Buyer upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Buyer, upon request from the Buyer's custodian of public records in a format that is compatible with the information technology systems of the Buyer.
- e) It is the Firm's practice to retain files for any concluded matter in electronic format and reserve the right to destroy all documents after they have been maintained for seven years, absent a written client request for such documents to be returned. By execution of this agreement, the Buyer is requesting that all Firm files be returned and provided to the Buyer to circumvent destruction of the files.
- f) During the term of the Agreement, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the Buyer's Town Manager. The Contractor agrees to make available to the Buyer's Town Manager, during normal business hours and in Clay County, all books of account, reports and records relating to this Agreement.
- g) Public Records Custodian

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

**RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN  
OF PUBLIC RECORDS AT:**

**TOWN CLERK  
2042 PARK AVENUE  
ORANGE PARK, FL 32073  
EMAIL:CRUSSO@TOWNOP.COM**

**THE CONTRACTOR ACKNOWLEDGES THAT THE BUYER  
CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR  
BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS  
OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO  
PUBLIC RECORDS. THE CONTRACTOR FURTHER  
ACKNOWLEDGES THAT IT WILL NOT RELY ON THE BUYER TO  
PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT  
CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL  
ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS  
ADDRESSED BY THIS AGREEMENT. THE  
CONTRACTORACKNOWLEDGES THAT FAILURE TO COMPLY  
WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT  
TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL  
BREACH OF THIS AGREEMENT AND GROUNDS FOR  
TERMINATION PURSUANT TO THIS AGREEMENT.**



### Town of Orange Park Agenda Memorandum

To: Town Council  
 Agenda Date: June 23, 2026  
 Submitting Department: Legislative

**Item Title:** Town Manager Search: Review and Approval of Executive Recruitment Brochure and Selection of Project Schedule

<b>Check one:</b>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Regular Agenda
<b>Financial Impact if Applicable:</b> N/A	

**Background Information:** As part of the ongoing executive recruitment process, the Town has received the initial draft materials from the recruitment firm, including the updated recruitment brochure and proposed project timelines.

The updated brochure retains the foundational structure of the previous iteration, with necessary updates applied to the Demographics section and late-stage informational components to ensure modern accuracy. It is designed to provide prospective candidates with a targeted, highly professional overview of the Town of Orange Park, highlighting the unique challenges, opportunities, and ideal candidate characteristics identified during preliminary interviews with Council Members.

Additionally, the recruitment firm has provided two distinct project schedule pathways for Council consideration:

1. **Standard Timeline:** A streamlined approach that moves directly from candidate screening to final in-person events and interviews. As an additional alternative within this path, the firm could conduct recorded Zoom interviews with recommended candidates in advance and include those videos when forwarding candidate reports. This approach allows the Council to review each candidate at their convenience without needing to set aside time for live Zoom interviews, and then proceed directly to selecting candidates to bring to Orange Park for the final events and interviews.
2. **Zoom Interview Timeline:** A timeline incorporating an interim round of recorded or live digital interviews prior to selecting final candidates.

<b>Action Requested:</b> Staff requests that the Town Council review the submitted materials and take action on the following two items:
1. <b>Approval of the Recruitment Brochure:</b> Approve the updated recruitment brochure draft as presented, or provide specific, necessary updates and textual edits to staff to finalize the document prior to the public posting date.



2. Selection of Project Schedule: Select the preferred recruitment timeline, keeping in mind the following staff and consultant observations:

- Holiday Conflicts: The final interview window for both proposed options falls close to Labor Day weekend, which may present travel or availability constraints for candidates or officials.
- Process Risk: Utilizing the expanded schedule (Option 2) adds an extra week to the timeline. In a highly competitive market, an extended process increases the risk of losing top-tier candidates to competing offers.

**Information Attached:**

[Standard Timeline](#)

[Zoom Interview Timeline](#)

[Recruitment Brochure](#)



## ***Possible Project Schedule - Orange Park - Town Manager - Regular Schedule***

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June 1, 2026

### ***Phase I: Needs Assessment / Information Gathering***

May 14, 2026	CB&A meets with the Town to initiate the recruitment and discuss details of the search.
May 21st & 22nd, 2026	CB&A begins meeting with the Council and any other suggested stakeholders to understand the job and its challenges.
June 2, 2026	CB&A submits the draft of the full recruitment profile to the Town for its review.
June 9, 2026	The Town provides comments on the recruitment profile.
June 16, 2026	CB&A submits final draft of the brochure and project schedules.
June 23, 2026	The Council approves brochure at Town Council meeting.

### ***Phase II: Recruiting***

June 26, 2026	CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to approximately 14,000 local government professionals.
July 17, 2026	Closing date for submission of applications.
July 22, 2026	CB&A reports on the results of the recruitment.

### ***Phase III: Screening, Reference Checks and Credential Verification***

August 25, 2026	CB&A forwards its candidate reports and materials to the Town electronically. These will include the candidates' resumes, the candidate introduction, and the results of our reference, background, social media, and Internet/newspaper archives checks.
September 1, 2026	Special Meeting: Town selects candidates for interviews.

### ***Phase IV: Interview Process Coordination and Town Manager Selection***

September 10, 2026	Staff provides a Town tour and possibly holds reception for the finalists.
September 11, 2026	Full Council Interviews and possible decision.
September 15, 2026	The Council selects the Town Manager, if it has not already done so.

### ***Phase V: Negotiation, Warranty & Continuing Assistance***

Post-Selection	CB&A works with Town representatives and the selected candidate on an employment agreement
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## ***Possible Project Schedule - Orange Park - Town Manager - Regular Schedule***

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- September 1, 2026 Special Meeting: Town selects candidates for interviews.

### ***Phase IV: Interview Process Coordination and Town Manager Selection***

- September 8, 2026 Town Council conducts interviews via Zoom with candidates and selects finalists to bring to Orange Park for in person interviews.
- September 17, 2026 Staff provides a Town tour and possibly holds reception for the finalists.  
September 18, 2026 Full Council Interviews and possible decision.
- September 22, 2026 The Council selects the Town Manager, if it has not already done so.

### ***Phase V: Negotiation, Warranty & Continuing Assistance***

- Post-Selection CB&A works with Town representatives and the selected candidate on an employment agreement



— POSITION AVAILABLE —

## TOWN MANAGER

*Apply ASAP but no later than July 10, 2026*

Welcome to Orange Park, a riverfront suburban town just 16 miles south of Jacksonville. Characterized by its small-town feel and welcoming community, Orange Park is a pocket-sized paradise offering a break from nearby large-Town bustle. From its family-friendly parks and fun nightlife, to its rich heritage and community-wide festivities, Orange Park has a little bit of everything for everyone.

The Town has abundant recreational opportunities to further enhance residents' quality of life. For instance, many regard Orange Park as a waterfront sanctuary. Sitting adjacent with the St. Johns River, people love spending an afternoon boating, fishing, kayaking, and paddling. Other outdoor pastimes include biking and jogging along Black Creek Trail (five miles south). Golfers eager to have their tee time can enjoy the courses at Eagle Harbor Golf Club (six miles south), Orange Park Country Club (five miles west), or Eagle Landing Golf Club (13 miles west). Nearby is Jennings State Forest (15 miles west), where visitors can camp, hike, hunt, paddle, and picnic.

Additionally, the Town has a myriad of park options, such as Town Hall Park, Clarke House Park, a new Dog Park, and Bradley Park, a 10-acre conservation park at Nelson Point. Orange Park Skateboard Park is also a great option for skateboarding and inline skating during dry weather. Active families can head over to Orange



Park Sports and Recreation Park with various sports courts. This park is also home to the Orange Park Athletic Association, which offers youth activities like basketball, tackle football, and cheerleading.

Having enough amenities is not an issue in Town. Kingsley Avenue hosts enough restaurants to meet everyone's cravings, such as Grumpy's Restaurant, Palermo Puerto Rican Kitchen, and OP Fish House and Oyster Bar. Nightlife along Park Avenue includes pool tables and live music at Cheers Park Avenue, karaoke and darts at Park Avenue Billiards, and poker tournaments at Bestbet Orange Park. Avid shoppers – and those simply on a window-shopping escapade – can get their steps in at the Orange Park Mall, just three miles northwest of the Town. For those who love performing arts, the Orange Park Community Theatre (three miles southwest) and Thrasher-Horne Center (seven miles southwest) have numerous performances throughout the year.

Moreover, Orange Park has robust calendar of events. In January, Arbor Day is celebrated to commemorate the Town's longstanding Tree Town U.S.A. recognition, and in May is the Town's annual Memorial Day service. One other popular event is the Orange Park Fall Festival, which has grown every year to now draw over 40,000 people from Florida and Georgia.

Another all-time favorite is the Town's Farmers' and Art Market. Voted "Best Farmers' Market in Northeast Florida" (Best of Florida, 2023), the Orange Park Farmers' Market is generally held on the first and third Sunday of each month from September to June. Visitors and residents love meandering through outdoor stalls, with over 100 vendors, while they hunt for treasures like hand-crafted jewelry, soaps, local honey, homemade baked goods, and locally grown produce.

The Town also has various guided tours for everyone, from the most enthusiastic history buffs to the casually curious visitor. Led by Bob Scallan (a history teacher and dedicated member of the Historical Society of Orange Park), these include a one-hour Orange Park Tour at Urban Bean Coffeehouse and a 45-minute Magnolia Cemetery Tour at Veteran's Memorial. For those seeking another glimpse into the past, Clarke House is a distinct site. Listed on the National Register of Historic Places, the Clarke House is a 1912 snapshot of a founding family dedicated to serving their community.

Orange Park is a great place to call home. Indeed, this tight-knit community of friendly neighbors thrives on its sense of

togetherness. Residents are drawn to the Town's unique combination of safety, convenience, and vibrant community life. Healthcare is excellent, with HCA Orange Park Hospital listed as one of the top 100 "Best Hospitals in America" in 2025 by Healthgrades. This recognition is limited to the top 2% of hospitals of the country that have met rigorous clinical experience standards among 4,500 hospitals nationwide.

Additionally, crime rates are comparable to national averages. Although the Town of Orange Park is in a busy north-end section of Clay County, the crime rates and volume of crimes are generally lower than surrounding areas. Residents feel safe overall, and the police are visible and responsive. The Police and Fire Departments ensure a secure environment, fostering a sense of peace and well-being.

Within the Town's boundaries are two public elementary schools and one junior high school. Among these, Orange Park Elementary (OPE) is highly rated. In 2024, OPE was ranked as #1 in Florida and has consistently been listed as an A-ranked school. The Town also contains private and charter schools, which broaden the education resources available to residents. For those seeking higher education, Orange Park is near many respected campuses. Less than seven miles southwest is the St. Johns River State College, a two-year public college that is part of the Florida College System. Heading toward Jacksonville are the campuses of Florida State College at Jacksonville–Downtown Campus (15 miles north), Jacksonville University (21 miles north), and University of North Florida (21 miles northeast).

Living in Orange Park is quite affordable. The area has several housing options, such as single- and multi-family homes, condominiums, and townhomes. As of April 2025, median listing price is \$340,000 with a median sold price of \$321,900. A three-bedroom, two-bathroom home with approximately 1,600 square feet may be listed for \$390,000.

Although Orange Park itself does not have any professional sports teams, sports enthusiasts need not despair. In nearby Jacksonville are the Jaguars (NFL), Jumbo Shrimp (MiLB), Giants (ABA), Icemen (ECHL), and Sharks (Indoor Football League). The region also has a plethora of other intercollegiate and minor league teams to support.

The Town's location offers a desirable "small-town feel" while maintaining easy access to amenities and opportunities of nearby cities. For instance, Jacksonville provides many great entertainment alternatives, such as the Jacksonville Center for the

Performing Arts, the Jacksonville Zoo and Gardens, and the Museum of Science and History. Less than 140 miles south is Orlando, home to many world-famous amusement parks (e.g., Walt Disney World, Universal Studios, Legoland, and SeaWorld).

Travelers needing to head out of Orange Park have several great options. Those traveling by car can easily get onto Kingsley Avenue, U.S. Highway 17, and Interstate 295 within a matter of minutes. If flying, Jacksonville International Airport is 30 miles north, Gainesville Regional Airport is 55 miles southwest, and Daytona Beach International Airport is 90 miles south. Cruise enthusiasts can embark at any of several Florida locations, including JAXPORT (less than 30 miles northeast), Port Canaveral (160 miles south), and Port Tampa (180 miles southwest).

Hosting an abundance of recreational activities, year-round community festivities, and a proud heritage, the Town is sure to enrich and engage. Truly, this Town is a great place to live, raise a family, and grow professionally. If any seasoned professionals are hoping to become the next Orange Park Town Manager, please apply!

## HISTORY

The area presently known as Orange Park began its more established history during Florida's second Spanish period in the 1700s. At the time, the Spanish governor gave William Pengree a land grant, and in turn, named the area as Laurel Grove. Here, the land became a citrus and cotton plantation. After William Pengree's death, Zephaniah Kingsley purchased the 2,600-acre Laurel Grove in 1803 and established a model farming plantation that lasted over a decade.

In 1877, the Florida Winter Home and Improvement Company purchased over 8,000 acres in the region and renamed the area Orange Park. The Company subdivided the land, laid out the town's street system (including Kingsley Avenue, River Road, and Plainfield Avenue), and planted orange trees to attract buyers. In 1879, Florida Legislature incorporated the Town of Orange Park. Around this time, a hotel and a 1,200-foot pier were built to boost tourism.

Over time, Orange Park became a distinguished destination. In 1891, the Town opened the Orange Park Normal and Industrial School. This building was the only unsegregated school in Florida at the time, though the school eventually closed in 1913

due to Jim Crow laws. In 1922, the Loyal Order of Moose established the 63-acre retirement community known as Moosehaven for the fraternal organization's retired members.

The Town of Orange Park has evolved into the northeastern gateway to Clay County, experiencing significant commercial and residential growth. The Town has consistently invested in infrastructure and public services, exemplified by the construction of the New Town Hall (1995) and the Public Safety Building (2003). These and many other developments reflect the community's character and forward-thinking spirit.

## CLIMATE

The Town of Orange Park experiences a subtropical climate. Summers are hot and humid, with average temperatures between the 60s and low 90s. July is the hottest month, with an average high temperature of 92.1° F and a humidity level around 71.9%. Outside of summer, the climate is much more pleasant and comfortable. Winter is characterized as mild, with average temperatures between the low 40s and low 70s. Although January is the coldest month in Orange Park, the coldest nighttime temperature is well above freezing at 41.4° F.

Average annual rainfall is 51 inches, and snow is exceptionally rare. Hurricane season is June through November, though these

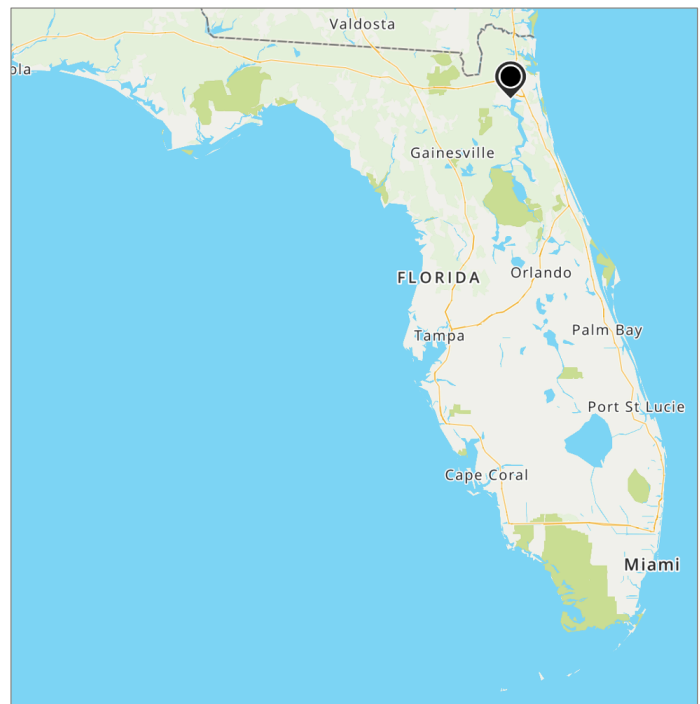


Figure 1: Location of Orange Park, Florida

Table 1: Orange Park Demographics

Distribution by Race		Distribution by Age	
White	68.6%	0 to 15	15.9%
Black	15.2%	15 to 25	7.2%
Asian	3.0%	25 to 45	23.9%
Native American	0.4%	45 to 65	28.0%
Some Other / Two or More Races	12.8%	65 to 85	20.1%
Total	100.0%	Over 85	4.9%
Hispanic (all races)	10.1%	Population 8,953	

Educational Achievements (25 & Over) and Other Statistics	
High School or Higher	92.5%
Bachelor’s Degree or Higher	29.4%
Median Age—Orange Park	42.8
Median Age—U.S.	38.9
Median Household Income—Orange Park	\$88,425
Median Household Income—U.S.	\$83,730
Poverty Rate	8.7%

Source: U.S. Census Bureau

Table 2: Principal Non-Government Employers, Clay County, FL

Employer	Industry	Number of Employees
HCA Florida Orange Park Hospital	Healthcare	1,872
Wal-Mart	Retail	1,130
Applied Business Solutions Inc	Business Consulting and Services	1,006
Publix Super Markets	Supermarket	928
Bestbet Orange Park	Gambling Facilities and Casinos	807
Vallencourt Construction Co Inc	Construction	646
Ascension St. Vincent’s Clay County	Healthcare	608
General RV Center Inc	RV Dealership	593
Home Depot	Home Improvement Retail	415
Winn-Dixie Stores	Supermarket/Retail	404

Source: Clay County, FL 2024 ACFR

storms infrequently affect the area. Generally, wind and some minor flooding are the biggest issues.

## GEOGRAPHY

Orange Park is located in the northeastern section of Florida. Part of Clay County and a southern suburb of Jacksonville. The Town is within the Jacksonville, Florida Metropolitan Statistical Area. Orange Park encompasses 5.32 square miles, comprised of 3.64 square miles of land and 1.68 square miles of water. Average elevation is 13 feet above sea level.

The Town is approximately 16 miles south of Jacksonville, 57 miles northeast of Gainesville, and 171 miles east of Tallahassee. Major roadways in Orange Park include State Road 224/Kingsley Avenue (running east-west) and U.S. Highway 17/Park Avenue (running north-south). Interstate 295 runs east-west along sections of the Town’s northern border. The closest point of the Georgia-Florida state border is about 40 miles northwest. Directly to the Town’s east is the St. Johns River, and approximately 30 miles east is the North Atlantic Ocean. The Town is also due north of Doctors Lake. See Figure 1.

## DEMOGRAPHICS

With a notable retiree population, Orange Park earned national attention as #8 on SmartAsset’s “Top 10 Places to Retire in America” (2021). The town is also home to Moosehaven, an exclusive retirement community for the Loyal Order of Moose, which was named to the U.S. News & World Report “Best Nursing Homes” 2025 list for both long-term care and short-stay rehabilitation.

See Table I for the Town’s demographic profile.

## COMMERCE

Orange Park supports a diverse, service-oriented economy with strong small-business activity and a growing focus on strategic development. Among the Town’s principal employers are Moosehaven (senior living industry), Ascension St. Vincent’s (healthcare industry), Town of Orange Park

(government industry), Bestbet (gambling facility and casinos industry), Winn-Dixie (supermarket/retail industry), and Brooks Rehab (health and rehabilitation industry). See Table II for Clay County's principal non-government employers.

## THE GOVERNMENT

Orange Park operates under a Council-Manager form of government. The Town Council is made of five members, with the Mayor and Vice-Mayor selected within Council. Elections are held at large and are staggered to be held the second Tuesday of April each year. Two seats are generally subject to elections each year, with only one seat on the ballot every third year. Term length is three years, and elected officials may serve up to three terms.

The Town Council is comprised of members with varying experiences. Mayor Sandlin has served on the Council since April 2023 and appointed Mayor in May 2026. Vice Mayor Benefield is currently serving his second term. Council Member Anderson has served since 2019, including Mayor from May 2021 through May 2026. Council Members Taylor and Vogel are serving their first term. While each Councilmember offers a range of perspectives, they consistently treat one another with respect, and disagreements are uncommon.

The Council directly appoints the Town Manager and Town Attorney. The Manager is the chief administrative officer of the Town. They provide recommendations for departmental leadership and the Town Clerk, all of which must be approved by Council. The Manager serves at the pleasure of Council and may be removed by simple majority vote of all members of Town Council.

For fiscal year 2025/2026, Orange Park has a total budget of \$40,610,751 and a general fund budget of \$14,593,644. The Town provides numerous services, such as the Police Department (including Police Services, Animal Control, Code Enforcement, SROs, and 911 Dispatchers), Fire Department (Fire and Rescue), Public Works (Water, Wastewater, and Stormwater), and a cemetery. Some services are provided through a third-party contractor, such as Electric through JEA and Waste Collection through WM.

Orange Park employs 115 individuals, consisting of 98 full-time and 17 part-time employees. Of these, six employees report directly to the Town Manager – the Finance Director, Public Works Director, Police Chief, Fire Chief, Economic and

Community Development Director, and Town Clerk. The Town also has unionized employees. LOCAL 2668 represents Fire Department employees; Local 630 and LIUNA represents Public Works employees; and the Florida State Lodge Fraternal Order of Police represents Police Department employees.

## THE CHALLENGES AND OPPORTUNITIES

The first challenge is that the Florida legislature adopted a joint resolution placing a constitutional amendment on the November 2026 ballot. This amendment is a property-tax exemption increase. What this means for local governments, if passed, is that municipalities will likely face immediate revenue loss, tighter budget constraints, and increased pressure to raise millage rates, cut or reduce services, and/or shift costs to fees or other taxes, among other effects. In moving forward, the smart move is for Managers to work closely with elected officials to stabilize and protect current budgets, strengthen communication with voters, and prepare alternative revenue scenarios.

Second, although it has made some notable progress, Orange Park is ripe for and needs more redevelopment. It is the key to the Town's future. The good news is the Town Council actively supports the right kind of redevelopment. As such, zoning codes need to be addressed to stay aligned with the Town's vision and goals and to attract investment. While the Town welcomes redevelopment, it is committed to protecting the businesses that are here and make the Town what it is. No one wants to lose the vitality its local restaurants and small businesses bring. They, along with recreational activities, are a regional draw, and everyone in Orange Park wants them to stay.

Third, while the Town is financially healthy, the Council remains committed to ensuring that public funds are used wisely and conservatively. The next Manager will be expected to guide the Town forward with sound judgment, anticipate financial challenges before they arise, and maintain a disciplined approach to long-term planning. This stewardship will help preserve the strength and momentum of the Town's vision, its staff, and its residents.

Fourth, with more than 100,000 vehicles traveling through and around Orange Park each day (via Park Avenue, Kingsley Avenue, and I-295), the Town faces an important question: How do we encourage people to stop and experience all that Orange Park has to offer? The next Manager will bring creativity, insight, and determination to this effort, working with the Council to



strengthen the Town's appeal and give visitors compelling reasons to pause, explore, and stay.

Finally, change can be challenging for both individuals and local governments. Balancing the Town's long-standing traditions with emerging trends requires thoughtful, steady leadership. The next Town Manager must keep an eye on the future, anticipate the community's evolving needs, and guide Orange Park forward with clarity and purpose.

From a more favorable perspective, the Town is currently working with a developer to create a Town Square that will embody the community and promote future growth and ambitions. Additionally, the Town has completed and has plans to work on several culvert and drainage projects that will reduce flooding, improve roadway safety, and protect homes, businesses, and public spaces.

#### THE IDEAL CANDIDATE

Orange Park is seeking an experienced manager who is not only highly skilled but also an exceptional leader, someone ready for a meaningful new challenge. The Town Council wants a partner, a supporter, and a trusted advisor who understands that the Manager's role is to carry out the Council's policies and direction with clarity and purpose. The ideal candidate will be a practical visionary: a consensus builder who is unafraid to offer candid, well-reasoned guidance when a course correction is needed. The Council is looking for someone who consistently provides their best professional judgment, delivered diplomatically and in the appropriate setting. This individual will ensure every Councilmember's perspective is heard and respected, fostering communication that is open, honest, and free of surprises. Above all, the next Manager will be approachable, transparent, and committed to building trust throughout the organization and the community.



The Town expects the next Town Manager to be a true professional with outstanding communication skills (verbal, written, and listening). The individual will be involved in the community and equally comfortable conversing with citizens and stakeholders from all walks of life. When challenges arise, the Manager will look for pathways to “yes,” offering solutions, alternatives, and creative approaches that move the Town forward.

The ideal candidate will set clear goals and trust staff to carry out their responsibilities. Rather than micromanaging, this individual will expect to be kept informed and will hold employees accountable for results. The next Manager will foster creativity and innovation, understanding that not every idea will succeed but that encouraging new thinking is essential to progress. This leader will serve as a mentor, supporting staff development and confident decision making. They will recognize that no one person holds all the answers, that meaningful input strengthens outcomes, and that diverse perspectives lead to better projects and programs. Maintaining strong staff morale and cultivating a positive, collaborative work environment will be a key priority for the Manager.

Personally, the Town is looking for someone who is energetic, fun, positive, approachable, receptive, open, and honest. The ideal candidate will have nerves of steel and will always be calm with a sense of humor whether it be in a Council meeting, a storm, or a local event. The individual will be confident in his/her abilities and decisive.

The next Manager will be a critical thinker who respects established practices yet continually seeks better, more effective ways to conduct business and solve problems. Strong analytical abilities and a firm grasp of how to leverage information technology to streamline operations and enhance communication with the public are essential. This individual will likely undertake a comprehensive review of the organization, from top to bottom, to ensure taxpayers receive the highest level of service and value for their investment.

In terms of specific skills, the individuals will be visionary yet practical and down to earth – someone who is receptive to criticism with a focus on solving problems and moving on to the next issue. The best candidate will be someone who understands politics but does not get involved. The individual will know that giving credit to others is often the best way to get things done. The right individual will be proficient in collective bargaining,

assessing organizational design, intergovernmental relations, and thinks beyond traditional boundaries.

The position requires a bachelor’s degree in business administration, public administration, public policy or related field and five to ten years of increasingly responsible experience as a senior level government or private sector executive. A master’s degree is preferred but not required. Finally, while Orange Park has its challenges, it is a true treasure and wants a manager that is committed to remaining in this position for 5-10 years.

## COMPENSATION

The salary range is \$160,000 to \$180,000. The salary will depend on qualifications and experience. Benefits are excellent. The Town Manager will select his/her own pension plan with the Town contributing.

## THE MOST RECENT MANAGER

The previous Town Manager has served since December 2025 and relocated out of state due to family obligations.

## RESIDENCY

According to Orange Park Town Code, the Town Manager is not required to be a resident of the Town or Florida at the time of appointment, but may reside outside the Town while in office only with the approval of the Council.

## HOW TO APPLY

E-mail your cover letter and resume to [apply@cb-asso.com](mailto:apply@cb-asso.com) by July 10th. Please apply ASAP as resumes will be screened as they arrive. Questions should be directed to Scott Krim at (801) 628-8364, and then to Colin Baenziger at (561) 707-3537.

## INTERNAL CANDIDATES

We are unaware of any internal candidates.

## CONFIDENTIALITY

Under Florida’s public records act, a submitted application is deemed a public record. As a practical matter, we do not expect media coverage until at least the semifinalists are named, and perhaps not even then.

## THE PROCESS

Applications will be screened between July 18th and August 24th. Finalists will be selected on August 25th. The final events and interviews will be held on September 10th and 11th. A selection will be made shortly thereafter.

## OTHER IMPORTANT INFORMATION

The Town of Orange Park is an Equal Opportunity Employer. It strongly encourages women, minorities, and veterans to apply.

## ADDITIONAL INFORMATION

For additional information about the Town, visit:

[www.townoforangepark.com](http://www.townoforangepark.com)

[www.claychamber.com](http://www.claychamber.com)

[www.chooseclay.com](http://www.chooseclay.com)

[www.visitflorida.com/places-to-go/northeast/orange-park/](http://www.visitflorida.com/places-to-go/northeast/orange-park/)

Town Budget (2025/2026)

[www.bit.ly/3Q3hEpG](http://www.bit.ly/3Q3hEpG)

Strategic Plan

[www.townoforangepark.com/p/our-town/visioning-2040](http://www.townoforangepark.com/p/our-town/visioning-2040)

Comprehensive Plan (2045)

[www.bit.ly/4uCorWs](http://www.bit.ly/4uCorWs)

Annual Comprehensive Financial Plan (Clay County, 2025)

[www.clayclerk.com/uploads/2026/05/Clay-BOCC-2025-ACFR.pdf](http://www.clayclerk.com/uploads/2026/05/Clay-BOCC-2025-ACFR.pdf)





### Town of Orange Park Agenda Memorandum

To: Town Council  
Agenda Date: June 23, 2026  
Submitting Department: Finance

**Item Title: Ordinance No. 06-26 (First Reading and Discussion Only):** Third Amendment to the Fiscal Year 2025/26 Budget

<b>Check one:</b>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Regular Agenda
<b>Financial Impact if Applicable:</b> General Fund (Fund 001) – Use of fund balance of \$131,200.00 Capital Projects Sales Tax Fund (Fund 306) – No effect to fund balance Water & Sewer Fund (Fund 405) – No effect to fund balance	

#### Background Information: Water & Sewer Fund (405)

- **405-60-53300-63016 – Water Main Upgrades:** The Town Manager and the Public Works Director reviewed the current budget for this line item and decided that \$500,000 can be removed, based on current needs and conditions.
  - o **Fiscal Impact:** Increase to fund balance of \$500,000.
  
- **405-60-53500-65027 – Sceptic to Sewer Conversion:** The Town Manager and the Public Works Director reviewed the current budget for this line item and decided that \$500,000 can be removed, based on current needs and conditions.
  - o **Fiscal Impact:** Increase to fund balance of \$500,000.
  
- **CIP Transfer of \$135,000 from 405-60-53300-63157 (Water Meter Transmitters) to 405-60-53300-63021 (Replace Water Meters):** It was determined that more of the current funding needs to be allocated towards water meter purchases rather than water meter transmitter purchases.
  - o **Fiscal Impact:** No effect on fund balance.
  
- **401-343300 – Service Charges – Water Utility:** The Town Council increased water and sewer rates by eight percent (8%) for the 2025/2026 fiscal year. This increase went into effect in May 2026. The 2025-2026 budget was based on a five percent (5%) anticipated increase. Truing up the effect of this results in an increase to the budgeted revenue of \$64,200.
  - o **Fiscal Impact:** Increase to fund balance of \$64,200.
  
- **401-343500 – Service Charges – Sewer/Wastewater Utility:** The Town Council increased water and sewer rates by eight percent (8%) for the 2025/2026 fiscal year. This increase went into effect in May 2026. The 2025-2026 budget was based on a five percent (5%) anticipated increase. Truing up the



effect of this results in an increase to the budgeted revenue of \$75,300.

o **Fiscal Impact:** Increase to fund balance of \$75,300.

**Insurance Reallocation**

• The property, casualty, liability, auto, and workers compensation insurance budgets for the general fund and water and sewer funds need to be adjusted for the actual fourth quarter payment. No extra money is needed. However, funds will need to be reallocated as follows:

\$10,000.00 from 402-60-53300-45010 (Insurance-Prop/Casualty/Auto/Liability) to 001-70-51900-45010 (Insurance-Prop/Casualty/Auto/Liability).

\$9,600.00 from 406-60-53500-45010 (Insurance-Prop/Casualty/Auto/Liability) to 001-70-51900-45010 (Insurance-Prop/Casualty/Auto/Liability).

o **Fiscal Impact:** No effect on fund balance.

Second reading and final adoption is scheduled for July 21, 2026.

<b>Action Requested:</b> Motion for a first reading, by title only, of Ordinance No. 06-26.
---

**Information Attached:**

[Ordinance No. 06-26](#)

[Exhibit A](#)



ORDINANCE NO.: 06-26

AN ORDINANCE AMENDING ORDINANCE 15-25 WHICH ADOPTED AND ENACTED THE FINAL BUDGET OF ESTIMATED REVENUES AND EXPENDITURES AND MADE APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026 FOR THE THIRD TIME DURING THE COURSE OF SAID FISCAL YEAR; PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 5.09 of the Town Charter provides that if, during a fiscal year, the Town Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Town Council may, by ordinance, make supplemental appropriations for the year up to the amount of such excess; and

WHEREAS, the Town Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget; and

WHEREAS, Section 5.09 of the Town Charter provides that the Town Council may transfer unencumbered appropriations during a fiscal year from one department to another by ordinance; now therefore,

BE IT ORDAINED by the Town Council of Orange Park:

Section 1. Budget Resolution Amended. Section 1 of Ordinance 15-25 is hereby amended as set forth in attached Exhibit "A."

Section 2. Effective Date. This ordinance shall become effective upon the adoption by Council.

Passed on first reading this \_\_\_\_ day of \_\_\_\_\_, 2026.

Passed on second reading this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

FORM APPROVED:

\_\_\_\_\_  
TOWN ATTORNEY

**TOWN OF ORANGE PARK, FLORIDA**  
**2025-2026 Budget Amendment #3**  
**FOR THE FISCAL YEAR OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026**  
**Exhibit A, Page 1 of 5**

	<b>General Fund</b>	<b>Budget Amendment #3</b>	<b>Amended Budget</b>
<b>Revenues</b>			
Taxes	\$7,214,139	\$0	\$7,214,139
Permits, Fees & Assessments	1,073,000	0	1,073,000
Intergovernmental	1,457,132	0	1,457,132
Charges for Services	2,509,496	0	2,509,496
Fines & Forfeitures	1,384,000	0	1,384,000
Investment Income	286,500	0	286,500
Miscellaneous	68,500	0	68,500
Transfers In	608,492	19,600	628,092
<b>Total Revenues</b>	<b>\$14,601,259</b>	<b>\$19,600</b>	<b>\$14,620,859</b>
<b>Expenditures</b>			
Legislative	\$263,397	\$0	\$263,397
Executive	231,324	0	231,324
Human Resources	77,065	0	77,065
Finance	595,329	0	595,329
Police	4,766,405	0	4,766,405
Code Enforcement	159,594	0	159,594
Fire	3,431,798	0	3,431,798
Ambulance and Rescue Services	122,200	0	122,200
Memorial Day	2,500	0	2,500
Economic and Community Development	267,423	0	267,423
Recreation and Programs	264,363	0	264,363
Facilities Maintenance	1,002,822	0	1,002,822
Equipment Maintenance	216,483	0	216,483
Public Works Administration	1,447,284	0	1,447,284
Streets, Roads, Drainage	933,903	0	933,903
Nondepartmental Government Expenditures	1,912,173	19,600	1,931,773
Transfers Out	0	0	0
<b>Total Expenditures</b>	<b>\$15,694,064</b>	<b>\$19,600</b>	<b>\$15,713,664</b>
<b>Addition To (Use of) Fund Balance</b>	<b>(\$1,092,804)</b>	<b>\$0</b>	<b>(\$1,092,804)</b>

**TOWN OF ORANGE PARK, FLORIDA**  
**2025-2026 Budget Amendment #3**  
**FOR THE FISCAL YEAR OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026**  
**Exhibit A, Page 2 of 5**

	<b>Capital Projects Fund</b>	<b>Budget Amendment #3</b>	<b>Amended Budget</b>
<b>Revenues</b>			
Taxes	\$1,492,000	\$0	\$1,492,000
Permits, Fees & Assessments	0	0	0
Intergovernmental	0	0	0
Charges for Services	0	0	0
Fines & Forfeitures	0	0	0
Investment Income	94,800	0	94,800
Miscellaneous	0	0	0
Transfers In	0	0	0
<b>Total Revenues</b>	<b>\$1,586,800</b>	<b>\$0</b>	<b>\$1,586,800</b>
<b>Expenditures</b>			
Legislative	\$0	\$0	\$0
Executive	0	0	0
Finance	0	0	0
Police	379,584	0	379,584
Code Enforcement	43,257	0	43,257
Fire	130,000	0	130,000
Ambulance and Rescue Services	238,000	0	238,000
Memorial Day	0	0	0
Economic and Community Development	0	0	0
Recreation and Programs	457,030	0	457,030
Facilities Maintenance	264,809	0	264,809
Equipment Maintenance	0	0	0
Public Works Administration	0	0	0
Magnolia Cemetery	25,000	0	25,000
Streets, Roads, Drainage	2,294,497	0	2,294,497
Nondepartmental Government Expenditures	45,000	0	45,000
Transfers Out	0	0	0
<b>Total Expenditures</b>	<b>\$3,877,177</b>	<b>\$0</b>	<b>\$3,877,177</b>
<b>Addition To (Use of) Fund Balance</b>	<b>(\$2,290,377)</b>	<b>\$0</b>	<b>(\$2,290,377)</b>

**TOWN OF ORANGE PARK, FLORIDA**  
**2025-2026 Budget Amendment #3**  
**FOR THE FISCAL YEAR OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026**  
**Exhibit A, Page 3 of 5**

	<b>Special Revenue Funds</b>	<b>Budget Amendment #3</b>	<b>Amended Budget</b>
<b>Revenues</b>			
Taxes	\$1,037,628	\$0	\$1,037,628
Permits, Fees & Assessments	150,200	0	150,200
Intergovernmental	0	0	0
Charges for Services	0	0	0
Fines & Forfeitures	12,000	0	12,000
Investment Income	7,925	0	7,925
Miscellaneous	0	0	0
Transfers In	0	0	0
<b>Total Revenues</b>	<b>\$1,207,753</b>	<b>\$0</b>	<b>\$1,207,753</b>
<b>Expenditures</b>			
Legislative	\$0	\$0	\$0
Executive	0	0	0
Human Resources	0	0	0
Finance	0	0	0
Police	40,000	0	40,000
Code Enforcement	0	0	0
Fire	0	0	0
Ambulance and Rescue Services	0	0	0
Memorial Day	0	0	0
Economic and Community Development	115,500	0	115,500
Recreation and Programs	0	0	0
Facilities Maintenance	0	0	0
Equipment Maintenance	0	0	0
Public Works Administration	0	0	0
Streets, Roads, Drainage	2,675,333	0	2,675,333
Nondepartmental Government Expenditures	0	0	0
Transfers Out	106,592	0	106,592
<b>Total Expenditures</b>	<b>\$2,937,425</b>	<b>\$0</b>	<b>\$2,937,425</b>
<b>Addition To (Use of) Fund Balance</b>	<b>(\$1,729,672)</b>	<b>\$0</b>	<b>(\$1,729,672)</b>

**TOWN OF ORANGE PARK, FLORIDA**  
**2025-2026 Budget Amendment #3**  
**FOR THE FISCAL YEAR OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026**  
**Exhibit A, Page 4 of 5**

	<b>Water and Sewer</b>	<b>Budget Amendment #3</b>	<b>Amended Budget</b>
<b>Revenues</b>			
Charges for Services	\$4,882,500	\$139,500	\$5,022,000
Intergovernmental	0	0	0
Other Charges	80,000	0	80,000
Miscellaneous	500	0	500
Investment Income	34,900	0	34,900
<b>Total Revenues</b>	<b>\$4,997,900</b>	<b>\$139,500</b>	<b>\$5,137,400</b>
<b>Expenditures</b>			
Water Utility	\$939,768	(\$10,000)	\$929,768
Sewer/Wastewater Utility	1,640,528	(9,600)	1,630,928
Stormwater	0	0	0
Water Capital Projects	4,814,071	(500,000)	4,314,071
Sewer Capital Projects	3,589,961	(500,000)	3,089,961
Stormwater Capital Projects	0	0	0
Interest - Customer Deposits	40	0	40
Administrative Charges	529,394	0	529,394
Transfers Out	501,900	19,600	521,500
<b>Total Expenditures</b>	<b>\$12,015,663</b>	<b>(\$1,000,000)</b>	<b>\$11,015,663</b>
<b>Addition To (Use of) Fund Balance</b>	<b>(\$7,017,763)</b>	<b>\$1,139,500</b>	<b>(\$5,878,263)</b>

**TOWN OF ORANGE PARK, FLORIDA**  
**2025-2026 Budget Amendment #3**  
**FOR THE FISCAL YEAR OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026**  
**Exhibit A, Page 5 of 5**

	<u>Stormwater</u>	<u>Budget Amendment #3</u>	<u>Amended Budget</u>
<b>Revenues</b>			
Charges for Services	\$887,000	\$0	\$887,000
Intergovernmental	14,637,500	0	14,637,500
Other Charges	0	0	0
Miscellaneous	0	0	0
Investment Income	15,000	0	15,000
<b>Total Revenues</b>	<u>\$15,539,500</u>	<u>\$0</u>	<u>\$15,539,500</u>
<b>Expenditures</b>			
Water Utility	\$0	\$0	\$0
Sewer/Wastewater Utility	0	0	0
Stormwater	596,084	0	596,084
Water Capital Projects	0	0	0
Sewer Capital Projects	0	0	0
Stormwater Capital Projects	19,330,926	0	19,330,926
Interest - Customer Deposits	0	0	0
Administrative Charges	0	0	0
Transfers Out	0	0	0
<b>Total Expenditures</b>	<u>\$19,927,010</u>	<u>\$0</u>	<u>\$19,927,010</u>
<b>Addition To (Use of) Fund Balance</b>	(\$4,387,510)	\$0	(\$4,387,510)



## Town of Orange Park Agenda Memorandum

To: Town Council  
Agenda Date: June 23, 2026  
Submitting Department: Police

**Item Title: Ordinance No. 07-26 (First Reading and Discussion Only):** Amendment to the Police Officers' Pension Plan to Reduce the Member Contribution Rate

<b>Check one:</b>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Regular Agenda
<b>Financial Impact if Applicable:</b>	

**Background Information:** This draft ordinance amends the Police Officers' Pension Plan for the Town of Orange Park, Florida, to implement a reduction in member contribution rates that was recently negotiated in the Collective Bargaining Agreement (running from October 1, 2023, through September 30, 2026) between the Town and the Fraternal Order of Police, Lodge #144. Specifically, it amends Section 5 of the Plan to cut the standard member contribution rate in half, reducing it from 6.5% to 3.25% of gross earnings. The only exception to this reduction applies to employees who have already reached their maximum 90% pension accrual and are currently contributing at a rate of 3.0%, which will remain unchanged.

Second reading and final adoption is scheduled for July 21, 2026.

<b>Action Requested:</b> Motion for a first reading, by title only, of Ordinance No. 07-26.
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**Information Attached:**  
[Ordinance No. 07-26](#)



**ORDINANCE 07-26**

AN ORDINANCE OF THE TOWN OF ORANGE PARK,  
CLAY COUNTY, FLORIDA, ENACTING INTO LAW AN  
AMENDMENT TO THE POLICE OFFICERS' PENSION  
PLAN; ALLOWING FOR THE REDUCTION OF THE  
MEMBER CONTRIBUTION RATE; PROVIDING FOR  
CONFLICT, SEVERABILITY AND AN IMMEDIATE  
EFFECTIVE DATE.

WHEREAS, the police officers of the Town of Orange Park,  
Florida, are presently provided pension and certain other  
benefits under Town Code, and

WHEREAS, the Town desires to enact a revision to the Police  
Officer's Pension Plan (the "Plan") in order to provide for  
recently negotiated changes to the current Collective Bargaining  
Agreement for the period of October 1, 2023 through September  
30, 2026, as adopted on May 5, 2026 between the Town and the  
Florida State Lodge Fraternal Order of Police, Inc., Lodge  
#144., and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF  
ORANGE PARK:

**Section 1.** Section 5, Contributions, Paragraph 4, Member  
contributions, of the Plan is hereby amended as follows:

4. *Member contributions:*

- A. Amount. Member contributions shall  
consist of amounts actually contributed  
by Members at a rate of not less than  
six and five-tenths (6.5) percent of  
gross earnings for employees hired  
before ~~the Effective Date of this~~  
~~Ordinance~~ June 3, 2014, until employees

reach the greater of the maximum accrual of 90% of average monthly earnings or the total level accrued ~~upon adoption of this Ordinance on June 3, 2014,~~ to be deducted from each Member's earnings effective ~~upon adoption of this Ordinance on June 3, 2014.~~ For employees hired before ~~the Effective Date of this Ordinance June 3, 2014,~~ the contribution shall be reduced to three (3.0) percent of gross earnings once such employees reach the maximum accrual of 90% of average monthly earnings, to be deducted from each Member's earnings effective ~~upon adoption of this Ordinance on June 3, 2014.~~ Employees hired on or after ~~the Effective Date of this Ordinance June 3, 2014~~ shall contribute at a rate of not less than six and five-tenths (6.5) percent of gross earnings, to be deducted from each Member's earnings effective ~~upon adoption of this Ordinance on June 3, 2014,~~ with a maximum accrual of 75% of average monthly earnings. Upon the effective date of the ordinance amending this section, the member contribution rate shall be reduced from six and five-tenths (6.5) percent to three and one-quarter (3.25) percent for all members except those who have reached the maximum accrual of 90% of average monthly earnings and whose contribution rate is currently three (3.0) percent.

**Section 2. Conflict.** If any portion of this ordinance is in conflict with any portion of any other ordinance, then the provisions of this ordinance shall govern.

**Section 3. Severability.** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then





## Town of Orange Park Agenda Memorandum

To: Town Council  
Agenda Date: June 23, 2026  
Submitting Department: Public Works

**Item Title: Resolution No. 16-26: SJRWMD & FDEP Application for Permit Fee Reduction**

**Check one:**

Consent Agenda

Regular Agenda

**Financial Impact if Applicable:** NA. This is a cost savings to the Town of Orange Park due to the population and tax exempt status percentage.

**Background Information:** This is an annual recurring request to the St Johns River Water Management District.

**Action Requested:** Motion to approve Resolution No. 16-26.

**Information Attached:**

[Resolution No. 16-26](#)

[Reduced Permit Fee Letter Report](#)



RESOLUTION NO. 16-26

A RESOLUTION BY THE TOWN OF ORANGE PARK  
REQUESTING THE ST JOHNS RIVER MANAGEMENT  
DISTRICT AND FLORIDA DEPARTMENT FOR  
ENVIRONMENTAL PROTECTION TO REDUCE  
PERMIT APPLICATION FEES

WHEREAS, Section 218.075, Florida statues, allows a reduction of permit processing fees for municipalities with a population of 25,000 or less upon certification by the governing body that the cost of permit processing fee is a fiscal hardship; and

WHEREAS, the Town of Orange Park is a municipality with a population of 25,000 persons or less; and

WHEREAS, the Town of Orange Park certifies that it qualifies for permit processing fee reduction for the Fiscal Year October 1, 2025 through September 30, 2026 due to a percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year; and

WHEREAS, the most recent percentage of assess value exempt from taxation value for Orange Park is 24.73% compared to the State of Florida of 16.19%; and

WHEREAS, these factors are supported by the attached document from the Florida Department of Revenue;

NOW, THEREFORE, BE IT RESOLVED that the Town of Orange Park does hereby request that the St. Johns River Water Management District and Florida Department of Environmental Protection reduce the permit application fees for public purpose projects for which the Town of Orange Park is a permit application to a fee of \$100 per permit, or if the current permit

application fee is less than \$100, by 50 percent, for the fiscal year beginning October 1, 2025 and ending September 20, 2026.

Passed on this 23rd day of June, 2026.

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MAYOR

ATTEST:

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TOWN CLERK

FORM APPROVED:

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TOWN ATTORNEY



April 1, 2026

Town of Orange Park  
2042 Park Avenue  
Orange Park, Florida 32073

TOWN OF ORANGE PARK

The table below shows the requested information related to per capita taxable value and the percentage of assessed property that is exempt from ad valorem taxation.

	<u>Town of Orange Park</u>	<u>Statewide</u>
Total Just Value	1,451,905,767	5,398,029,438,924
Total Assessed Value	1,204,817,306	4,150,075,037,930
Taxable Value	906,828,945	3,478,113,402,548
Exempt Amount	297,988,361	671,961,203,039
Population	9,158	23,269,152
Per Capita Taxable Value Average	99,020	149,473
Percentage of Assessed Value Exempt from Taxation	24.73%	16.19%
Millage	5.9500	
Sources: "Ad Valorem Data Book 2025" (DOR) and "Florida Estimates of Populations 2025" (BEBR)		

Please contact either Harvey Bissoo at 850-717-6502 or Harvey.Bissoo@floridarevenue.com or Allison Kever at 850-617-8925 or Allison.Kever@floridarevenue.com if you have any questions. Thank you.

Property Tax Oversight, Research & Analysis

BS



### Town of Orange Park Agenda Memorandum

To: Town Council  
 Agenda Date: June 23, 2026  
 Submitting Department: Legislative

**Item Title:** Approval of Special Event Agreement with Moosehaven for the Fourth of July Celebration

<b>Check one:</b>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Regular Agenda
<b>Financial Impact if Applicable:</b> Up to \$15,600 including contribution and staff time. \$10,000 contribution is budgeted in 001-50-57200-52095 (OPER SUPPLIES-4TH OF JULY)	

**Background Information:** This Special Event Agreement with Moosehaven for the Fourth of July Celebration is the same agreement used last year, originally drafted by the Town Attorney. The only changes from the prior version are routine updates to the event date and an adjustment to police personnel costs, increasing the amount from \$2,500 to \$3,000. The agreement has been reviewed, agreed to, and signed by Moosehaven.

As in previous years, the Town will continue its annual \$10,000 contribution to Moosehaven for the event. For any approved road closures involving Moosehaven, the Town will provide all required support at no cost, including certified personnel, vehicles, barricades, and traffic cones in accordance with Moosehaven’s approved Maintenance of Traffic (MOT) plan. The Town will also remain responsible for trash cleanup along River Road associated with the closure.

For FY 2025/26, the Town has budgeted up to \$3,000 for police personnel costs, along with \$1,300 for Fire/Rescue support and \$1,300 for Public Works support associated with the event. All costs are included in the current fiscal year budget.

**Action Requested:** Motion to approve the Special Event Agreement with Moosehaven for the Fourth of July Celebration.

**Information Attached:**  
[Special Event Agreement](#)



**SPECIAL EVENT AGREEMENT**  
(Fourth of July Celebration)

**THIS SPECIAL EVENT AGREEMENT** (“Agreement”) is made as of the \_\_\_\_ day of June, 2026 (“Effective Date”), by and between the **TOWN OF ORANGE PARK**, a municipality existing under the laws of the State of Florida (the “Town”) and **MOOSEHAVEN, INC.**, a Florida not-for-profit corporation (“Moosehaven”) (collectively, the “Parties” or individually “Party”).

**WHEREAS**, Moosehaven is hosting a public event on July 4, 2026, known as “The Annual American Pride Fourth of July”, to celebrate the Fourth of July national holiday (the “Event”); and

**WHEREAS**, the Event is for the benefit of the members of the public and will be held at Moosehaven’s property located at 1701 Park Avenue, Orange Park, FL 32073 (“Property”); and

**WHEREAS**, the Town desires to be an event presenting sponsor for the Event; and

**WHEREAS**, the Parties desire to enter into this Agreement to provide for the Town’s responsibilities as an Event sponsor, Moosehaven’s responsibilities as the Event host, and to ensure the safety, security, and orderly conduct of members of the public attending the Event.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Scope of Agreement.** This Agreement applies exclusively to the Event, which is scheduled to occur on July 4, 2026. The terms outlined herein shall not extend beyond the conclusion of the Event unless explicitly agreed upon by both Parties in writing.
3. **Term; Maximum Monetary Indebtedness.** This Agreement shall be effective as of the Effective Date and shall terminate ten (10) days following the conclusion of the Event, unless terminated earlier by either Party with written notice. The Town’s maximum indebtedness for this Agreement shall not exceed the fixed monetary amount not-to-exceed Ten Thousand and 00/100 Dollars (\$10,000.00), subject to lawfully available and appropriated funds.
4. **Responsibilities of Parties.** The Parties’ responsibilities regarding the Event are outlined below.
  - 4.1. In addition to the responsibilities of the Parties set forth in Section 5, the Town shall:
    - i. Waive the applicable business tax for Event vendors;
    - ii. Provide at no cost to Moosehaven certified personnel, vehicles, barricades and cones for the requested road closure as required by the approved Maintenance of Traffic

("MOT") plan, and trash clean up along River Road following the Event at a cost not to exceed \$1,200.00; and

- iii. Contribute ten thousand and 00/100 dollars (\$10,000) to Moosehaven to host the Event (the "Event Funds") on or before \_\_\_\_\_, subject to lawfully available and appropriated funds.

4.2. In addition to the responsibilities in Section 5, Moosehaven shall:

- i. Designate the Town as an Event presenting sponsor with Moosehaven. The Town authorizes Moosehaven to use its name in all Event advertising and promotion;
- ii. Diligently advertise and promote the Event on its website and various media outlets, including social media;
- iii. Comply with the approved MOT plan and agree to the terms as described in 4.1(ii) above;
- iv. In addition to the above-referenced OPPD personnel, have sufficient Officers present at the Event to provide concert security;
- v. Place and/or install no fewer than nine (9) approved light sources on the Property for the Event in locations jointly determined by the OPPD Chief of Police and OPFD Fire Chief;
- vi. Place and/or install flashing lights at exit gate(s) opening onto River Road (no later than dusk) to assist Event patrons in locating available exits;
- vii. Contract for fireworks display to be no fewer than fifteen (15) minutes in duration. Moosehaven's contractor will submit an application for the firework display in writing at least 15 days prior to July 4, 2026. The Chief of the Fire Department shall grant a permit. The fireworks display shall be handled by a competent operator approved by the Fire Chief and shall be of such composition, character and so located, discharged or fired as in the opinion of The Chief, shall not be hazardous to property or endanger any persons;
- viii. Refrain from charging the public any entry fees whatsoever for the Event, but may charge for parking on Moosehaven property;
- ix. Include the Town as a presenting sponsor in all Event advertising, promotion, social media and press releases; and
- x. Advertise the Event feature as follows: "Moosehaven and The Town of Orange Park Proudly Present The Annual American Pride Fourth of July."

## 5. **Law Enforcement and Fire and Resue.**

### 5.1. **Law Enforcement.**

Moosehaven shall be required to have all necessary members of the Orange Park Police Department ("OPPD") present at the Event as described in an Event security prepared by the OPPD Police Chief and provided by OPPD to Moosehaven prior to the Event. The Town will provide the staffing at no charge to Moosehaven at a staffing cost not to exceed \$3,000. If additional law enforcement is required beyond the staffing provided by the Town pursuant to this section, Moosehaven shall be responsible for those costs and shall pay Clay County Sheriff's Office for those services.

5.2 Fire and Rescue.

Moosehaven shall be required to have all necessary members of the Orange Park Fire Department ("OPFD") present at the Event as described in the Event security plan to be prepared by the OPFD Fire Chief and provided by OPFD to Moosehaven prior to Event. The Town will provide OPFD staffing at no charge to Moosehaven at a staffing cost not to exceed \$1,300.

6. Indemnification and Insurance.

Moosehaven agrees to indemnify and hold harmless the Town, its officers, agents, and employees, from and against any claims, damages, or liabilities arising from the actions of Moosehaven, its officers, agents, employees, representatives, and contractors in the performance of this Agreement. Moosehave shall adhere to the insurance requirements contained on Exhibit A attached hereto.

7. Human Trafficking Affidavit. Contemporaneously with the execution of this Agreement, and as a condition precedent to the enforceability of this Agreement including the Town's obligations hereunder, Contractor shall deliver to the Town an executed Human Trafficking Affidavit in the form attached hereto as Exhibit B.

8. Miscellaneous Provisions.

(a) Notices. All notices to be given hereunder shall be in writing and personally delivered or sent by facsimile, by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the following addresses and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the date such notice is deposited in the United States mail, if sent by registered or certified mail, the date actually received if sent by personal delivery or courier service, or the date shown on the facsimile transmission receipt if sent by facsimile.

To Town:           Town of Orange Park  
                          2042 Park Avenue  
                          Orange Park, FL 32073  
                          Attention: Town Manager

Copy to:            Town of Orange Park  
                          2042 Park Avenue  
                          Orange Park, FL 32073

Attention: Town Attorney

Moosehaven: Moosehaven, Inc.  
1701 Park Avenue  
Orange Park, FL 32073  
Attention: President

- (b) Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings (including any prior draft documents of this Agreement) relating to such subject matter. There are no representations, warranties or covenants by the parties hereto relating to such subject matter other than those expressly set forth in this Agreement.
- (c) Venue; Applicable Law. The parties acknowledge, consent and agree that all legal actions or proceedings arising out of or related to this Agreement shall be initiated in a state or federal court in Clay County, Florida having competent jurisdiction. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.
- (d) Severability. Except as expressly provided to the contrary herein, each section, part, term or provision of this Agreement shall be considered severable, and, if for any reason, any section, part, term or provision herein is determined to be invalid, contrary to or in conflict with any existing or future law, rule or regulation by a court or governmental agency having competent jurisdiction, such determination shall not impair the operation of or have any other effect on the remaining sections, parts, terms or provisions of this Agreement, which shall continue to be given full force and effect and bind the parties, and such invalid sections, parts, terms or provisions shall not be deemed to be a part of this Agreement.
- (e) Waiver. No waiver of any term of or obligation pursuant to this Agreement may occur or be enforced unless it is signed by both parties. The failure or delay by either party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default or any other default or of related rights or remedies.
- (f) Assignment; amendment. This Agreement may not be assigned by either party without the prior written approval of the other party. This Agreement shall not be amended or modified in any manner except by instrument properly executed by each party.
- (g) Execution and Signatory Authority. By execution of this Agreement, Moosehaven represents and warrants to the Town that it has the authority to enter into this Agreement. Moosehaven shall provide the Town with copies of requisite documentation evidencing that the signatory for Moosehaven has the authority to enter into this Agreement, and all authorizations have been provided by Moosehaven governing board, as applicable, to bind the organization to this Agreement.

- (h) Counterparts. This Agreement may be executed electronically and by counterpart signatures. The counterparts which when taken together shall be deemed to constitute one executed agreement.
- (i) Independent Contractors. The parties are independent contractors.
- (j) Survival. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement.
- (k) Exhibits. All Exhibits attached hereto are hereby fully incorporated herein by reference.

[The remainder of this page was left blank intentionally by the parties. Signature page to immediately follow this page.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals as of the day and year set forth above.

**TOWN:**

**TOWN OF ORANGE PARK** a  
municipality existing under the laws of the  
State of Florida

\_\_\_\_\_  
Winnette Sandlin, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Courtney Russo, Town Clerk

\_\_\_\_\_  
Date

In compliance with the Charter of the Town of Orange Park, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing contract or obligation and provision has been made for the payment of monies provided therein to be paid.

\_\_\_\_\_  
Town Manager or authorized designee

**MOOSEHAVEN:**

**MOOSEHAVEN, INC.**, a Florida not-for-profit corporation

*Helen P Taylor*  
\_\_\_\_\_  
Print Name: Helen P. Taylor  
Title: Executive Director

**Exhibit A**

**Insurance Requirements**

Without limiting its liability under this Agreement, Contractor shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

**Insurance Coverages**

Schedule	Limits
<b>Worker's Compensation</b>	Florida Statutory Coverage
<b>Employer's Liability</b>	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Policy Limit
	\$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

<b>Commercial General Liability</b>	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State

of Florida without any restrictive endorsements other than those reasonably required by the Town. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

**Automobile Liability** \$1,000,000 Combined Single

Limit (Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

#### Additional Insurance Provisions

- A. Additional Insured. All insurance except Worker's Compensation shall be endorsed to name the Town of Orange Park, a municipality existing under the laws of the State of Florida, its officers, directors, members, employees and agents ("Town") as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Town and its officers, directors, members, employees and agents.
- C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Town or any Town officers, directors, members, employees and agents.
- D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the Town and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.
- E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the Town or others. Any remedy provided to Town or Town's members, directors, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- F. Waiver/Estoppel. Neither approval by Town nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide

insurance as required under this Agreement.

- G. Certificates of Insurance. Contractor shall provide the Town Certificates of Insurance at Agreement execution, that shows the corresponding Agreement Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the Town (Attention: Town Manager), 2042 Park Avenue, Orange Park, Florida 32073.
- H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the Town thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Contractor, as applicable, shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Special Provisions. Prior to executing this Agreement, Contractor shall present this Agreement and these insurance requirements to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Agreement Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

**Exhibit B**

**AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTE  
SECTION 787.06, HUMAN TRAFFICKING**

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as vice President of Moosehaven Inc, a Florida \_\_\_\_\_ (the "Company").

3. The Company does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.

Executed to be effective as of June 4, 2026.

Helen P Taylor  
Print Name: Helen P. Taylor

STATE OF FLORIDA

COUNTY OF CLAY

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization, this 4<sup>th</sup> day of JUNE, 2026, by HELEN P TAYLOR as VICE PRESIDENT of MOSEHAVEN INC a \_\_\_\_\_, on behalf of said \_\_\_\_\_. Said individual  is personally known to me or  has produced \_\_\_\_\_ as identification.



**ELIZABETH PORTER**  
Notary Public  
State of Florida  
Comm# HH375998  
Expires 3/20/2027  
(SEAL)

Elizabeth Porter  
Name: ELIZABETH PORTER  
NOTARY PUBLIC, State of Florida  
Serial Number (if any) HH375998  
My Commission Expires: 3/20/2027

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
6/3/2026

**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).**

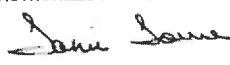
<b>PRODUCER</b> Ryder, Rosacker, McCue & Huston 509 W Koenig St Grand Island NE 68801	<b>CONTACT NAME:</b> _____	<b>FAX (A/C, No):</b> _____	
	<b>PHONE (A/C, No, Ext):</b> 800-658-4200	<b>E-MAIL ADDRESS:</b> certrequest@ryderinsurance.com	
<b>INSURED</b> Island Outdoor Management Inc North Florida Pyrotechnics & Dbw Wholesale Fireworks Direct 1212 Blanding Blvd, Suite 10 Orange Park FL 32065	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> HADRON SPECIALTY INS CO		17534
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES** **CERTIFICATE NUMBER: 1578734175** **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. \*Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	H0320GL000256-00	5/28/2026	5/28/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			H0320XS000084-00	5/28/2026	5/28/2027	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ 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)  
 Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per form CG 24 04 when required by written agreement.  
 Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per form S CGL 320 20 13 06 25 when required by written agreement. Regarding the General Liability coverage, Primary and Non-Contributory coverage applies to the entities listed below per form CG 20 01 when required by written agreement.  
 Certificate Holder is added as Additional Insured Where Required by Written Contract.  
 Additional Insured: Moosehaven Irie.; Moosehaven Charities; Moosehaven International; iHeart Media; Town of Orange Park; City of Jacksonville; Clay County  
 See Attached...

<b>CERTIFICATE HOLDER</b>  Moosehaven Inc. 1701 Park Ave Orange Park FL 32073	<b>CANCELLATION</b>  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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### Town of Orange Park Agenda Memorandum

To: Town Council  
 Agenda Date: June 23, 2026  
 Submitting Department: Public Works

**Item Title:** Design of Shaw Pond Expansion and Dudley Branch Dredging

<b>Check one:</b>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Regular Agenda
<b>Financial Impact if Applicable:</b> This work order for the initial field investigation and preliminary design is \$150,000.00. Funding has been budgeted in FY 2025/2026, GL# 425-60-53800-63164, \$300,000.00.	

**Background Information:**

The Town is evaluating stormwater drainage conveyance conditions within Dudley Branch from Shaw Street to Ash Street, including assessment of accumulated sediment and related materials affecting channel capacity. The project also includes evaluation of Shaw Pond (wet detention pond north of Shaw Street) to identify opportunities to increase storage capacity and reduce nutrient loading to downstream waters.

The scope of services includes professional engineering work to document existing conditions within Dudley Branch and Shaw Pond, characterize sediment accumulation, and evaluate drainage and hydraulic performance. The consultant will develop and assess alternatives for dredging, sediment management, stormwater storage improvements, and nutrient reduction strategies.

The project will be completed in two phases: Phase 1 includes data collection and preparation of a technical memorandum documenting existing conditions and recommended alternatives. Phase 2 includes advancement of the selected alternative to approximately 60% design, preparation of permitting and bid documents, and assistance during the bidding process.

<b>Action Requested:</b> Approval of Work Order No 35, to Continuing Contract for Professional Services dated April 20,2024, with CMT (Crawford, Murphy & Tilly, Inc.) for preliminary professional engineering and surveying services for the design of Shaw Pond Expansion and Dudley Branch Dredging.
--

**Information Attached:**

[WO 35 Dudley Branch and Shaw Pond Improvements](#)



**WORK ORDER**  
**between**  
**Town of Orange Park and**  
**Crawford Murphy and Tilly, Inc. (CMT)**

**Dudley Branch/Shaw Pond Dredging and Expansion Project**

THIS DOCUMENT, executed this 23<sup>rd</sup> day of June, 2026, is **WORK ORDER No. 35**, to Continuing Contract for Professional Services dated April 30, 2024, executed between the Town of Orange Park (“Owner”) and Crawford, Murphy & Tilly, Inc. (“Engineer”) on April 30, 2024, (hereafter after called “Work Order”).

**A. GENERAL**

The Owner and Engineer have entered into a Continuing Contract (“Agreement”) which provides that, from time to time, the “Owner may request that Engineer provide professional services for Specific Projects,” and “each engagement will be documented by a Work Order.” This document is a Work Order. The Agreement sets forth the general terms and conditions which shall apply to this Work Order.

**B. DESCRIPTION OF ASSIGNMENT**

This Work Order is for Professional Engineering Services in connection with the Town’s efforts to address stormwater drainage conveyance conditions within Dudley Branch from Shaw Street to Ash Street, including evaluation of accumulated silt and material. The Town is additionally seeking proposed measures to increase storage capacity and to reduce effluent nutrient loads from the wet detention pond located just north of Shaw Street, adjacent to Dudley Branch (a.k.a. Shaw Pond).

**C. PROJECT OVERVIEW**

The Project consists of professional engineering services to document existing conditions within Dudley Branch between Shaw Street and Ash Street and within Shaw Pond, including characterization of accumulated sediment and related drainage features. Services include evaluation of dredging approaches within the identified project limits and development of proposed measures and design alternatives related to sediment management, pond storage, and identified nutrient parameters.

Engineering services further include preparation of design drawings and technical specifications at a level of detail intended to support constructability review and competitive bidding by qualified contractors, along with associated technical documentation and cost information to support the Town’s procurement process. **This project will be broken down into 2 phases: Phase 1 will include data collection, and the technical report and Phase 2 will include 60% design, bid documents, permitting and bidding phase services.**

## **D. SCOPE OF SERVICES**

### **1.0 Basis of Services**

- A. Engineering services under this Work Order are provided to support planning, evaluation, design development, permitting, and procurement activities associated with proposed measures for Dudley Branch and Shaw Pond.
- B. Engineering services do not include construction phase services, contractor means and methods, or construction sequencing, which remain the responsibility of the contractor.
- C. Services will be performed in a phased manner using generally accepted engineering practices and is expected to general follow progression from data collection and evaluation through design development, permitting, and preparation of bid documents.
- D. Detailed task descriptions, deliverables, and level of effort are provided in Section E: Project Tasks and are incorporated herein by reference.

### **2.0 Design Basis & Assumptions**

- A. Engineering evaluations and design development under this Work Order are based on available data, including field observations, survey information, geotechnical findings, and information provided by the Owner and third parties.
- B. Analyses, including sediment characterization, drainage behavior, and nutrient loading estimates, are considered planning-level evaluations and are subject to variability due to limited sampling, temporal changes, and site conditions.
- C. Design development will progress to a level suitable to support constructability review, regulatory permitting, and competitive bidding by qualified contractors using typical industry practices.
- D. Changes in site conditions, project objectives, data availability, or regulatory requirements may require adjustment to the scope, schedule, or compensation.

## **E. PROJECT TASKS**

### **1.0 Project Management / Coordination – Phase 1**

- A. Provide project coordination and communication with Town staff related to the services described in this Work Order.
- B. Conduct coordination meetings to review data collection findings, alternatives evaluation, and progression of recommended improvements.
- C. Manage internal staff and subconsultant coordination, including survey, geotechnical, and environmental services, and track deliverables, schedule, and invoicing.

### **2.0 Data Collection – Phase 1**

- A. Provide data collection activities necessary to characterize existing conditions within Dudley Branch and Shaw Pond.
- B. Services will include compilation and review of available background information such as record drawings, prior permit submittals, property records, GIS data, lidar topography, and relevant studies.
- C. Field efforts will include site visits to observe existing conditions, document drainage features, and confirm visible inflows and outfalls within the project limits.

- D. Hydrographic and topographic survey and geotechnical investigations will be performed to support evaluation of sediment conditions, muck thickness, and development of dredging quantities.
- E. Water samples will be collected to evaluate total nitrogen (TN) and total phosphorus (TP) as part of the assessment of existing pond and conveyance conditions.
- F. These services are intended to define existing conditions to a level sufficient for planning, evaluation, and design development.

### **3.0 Technical Report / Alternatives Evaluation – Phase 1**

- A. Perform engineering analyses and develop alternatives based on findings from data collection efforts.
- B. Services will include evaluation of dredging approaches, sediment management considerations, pond storage characteristics, and drainage system performance within the project limits.
- C. Planning-level estimates of nutrient mass removal potential and sediment quantities will be developed based on available sampling and documented assumptions. These estimates are intended to support comparison of alternatives and are not final construction quantities or guaranteed performance outcomes.
- D. Alternatives will be screened and refined, and a recommended approach will be developed with input from the Town.
- E. A technical report will be prepared summarizing existing conditions, alternatives considered, evaluation methodology, recommended measures, and anticipated permitting pathways.
- F. Conduct an internal quality review of the technical report prior to submittal.

### **4.0 60% Design Submittal – Phase 2**

- A. Based on the recommended approach, develop design drawings to approximately the 60% level.
- B. Design services will include preparation of plan views and cross sections representing dredging limits, pond improvements, and associated features, along with identification of spoil staging and storage areas.
- C. This phase will refine project geometry, quantities, and layout and incorporate comments from the technical report review.
- D. Design submittals at this stage are intended to support coordination with the Town and regulatory agencies and to advance the project toward final bid documents.

### **5.0 Bid Documents – Phase 2**

- A. Prepare a bid-ready document package consisting of design drawings and technical specifications describing the selected proposed measures and dredging approach.
- B. Prepare an Engineer's estimate of probable construction cost based on the developed documents.
- C. Bid documents are intended to support competitive procurement and define the scope of construction work but are not intended to direct contractor means and methods.

### **6.0 Environmental Permitting – Phase 2**

- A. Provide environmental evaluation and permitting services associated with the proposed improvements for Dudley Branch and Shaw Pond.

- B. Services will include review of published and available data sources to support field investigations, including topographic mapping, National Wetlands Inventory (NWI) mapping, flood insurance rate maps, county soil surveys, and hydric soils listings.
- C. An on-site investigation will be conducted to identify the presence of wetlands and other waters of the United States within the project limits. If wetlands are identified, they will be delineated in accordance with the US Army Corps of Engineers Wetland Delineation Manual and the Florida Unified Wetland Delineation Methodology (Chapter 62-340, F.A.C.).
- D. Soils, hydrology, and dominant vegetation communities will be documented using standard field forms. Uniform Mitigation Assessment Method (UMAM) forms will be completed, and data will be collected to support Florida Land Use, Cover and Forms Classification System (FLUCCS) classification.
- E. Global Positioning System (GPS) equipment will be used to locate wetland boundaries in the field, and delineation limits will be mapped and provided in graphical or GIS format, as requested.
- F. Streams and surface waters will be evaluated for jurisdictional characteristics, including flow regime and identification of the ordinary high water mark (OHWM). Boundaries of identified waters will be field-located and marked to support survey efforts.
- G. The project site will be evaluated for the presence of listed species and suitable habitat. Informal coordination for state and federally listed species will be performed as appropriate. Section 106 coordination with the State Historic Preservation Office will be completed. These services assume that no species-specific surveys or cultural resource surveys will be required; if such efforts are determined to be necessary through agency coordination, they may require additional services authorization.
- H. Based on project findings and regulatory coordination, permit applications will be prepared and submitted as appropriate. Permits may include an Environmental Resource Permit (ERP), Section 404 authorization (if deemed jurisdictional), and a Clay County Floodplain Permit.
- I. Final jurisdictional determinations, permitting pathways, and agency requirements are subject to review and confirmation by the applicable regulatory agencies. Additional coordination, analysis, or documentation required by agencies beyond what is described herein may necessitate scope modification or additional services.

## **7.0 Bidding Phase Services – Phase 2**

- A. Provide support during the bidding phase following issuance of the bid documents.
- B. Services will include receiving and reviewing bidder questions transmitted through the Owner and preparing written responses for clarification of the bid documents. Addenda will be prepared, as necessary, to document responses and clarifications.
- C. Review bids for general conformance with the bid documents and evaluate bidder responsiveness and qualifications based on criteria established by the Owner.
- D. Prepare a bid review memorandum summarizing bid results and observations for the Owner's consideration.
- E. At the direction of the Owner, assist with preparation of a notice of award to the apparent low responsive and qualified bidder.
- F. Bidding phase services are limited to one bidding period and include preparation of up to two addenda.

- G. Engineering services do not include evaluation of contractor pricing strategies, bidder negotiations, protest support, rebidding services, or participation in contract award decisions.

**8.0 Project Coordination, Review, and Limitations**

- A. Engineering services under this Work Order will be performed in coordination with the Owner and in accordance with the task structure and deliverables described herein.
- B. The Owner will designate a single project representative responsible for providing direction, coordinating internal review, and consolidating comments for each submittal.
- C. Each design phase includes one review cycle by the Owner based on a consolidated set of comments. Incorporation of Owner comments will be limited to revisions consistent with the approved scope and project objectives at the time of review.
- D. Internal quality control reviews will be performed by the Engineer prior to each submittal to support consistency, completeness, and conformance with the defined scope.
- E. The scope of services assumes progression of work in a logical sequence from data collection through evaluation, design development, permitting, and bidding. Delays in Owner review, changes in project direction, or modifications to previously accepted decisions may impact the project schedule and may require adjustments to scope and compensation.
- F. Engineering services are based on information available at the time of performance. Revisions resulting from unforeseen site conditions, changes in regulatory requirements, or new information identified after completion of a task are not included in the defined scope and may require additional services authorization.
- G. Additional iterations, expanded coordination, or redesign beyond the level of effort described in Section E are not included and may require separate written authorization.

**F. PROPOSED STAFFING**

Principal	Senior Engineer
Project Manager	Senior Designer

The following staff is proposed for performing the services authorized in this work order.

<b>Labor Classification</b>	<b>Project Role</b>
Principal/Project Manager	QA/QC, Project Management & Coordination, Project Control
Senior Engineer	Site Analysis, Engineering Design, Permitting, QA/QC
Engineer	Site Analysis, Engineering Design, Permitting

**Proposed Subconsultants**

The following subconsultants are proposed for professional services related to this assignment:

<b>Subconsultant</b>	<b>Proposed Scope of Services</b>
<b>ARC Surveying and Mapping</b>	Hydrographic/Topographic Survey
<b>CSI Geo</b>	Geotechnical Services
<b>Carter Environmental</b>	Environmental Permitting

## G. DELIVERABLES

### 1.0 Technical Report

## H. OWNER RESPONSIBILITIES

The Owner will designate a single project representative with authority to provide direction, review submittals, and consolidate comments. The Owner is responsible for providing available background information and for reviewing and responding to submittals within a reasonable timeframe to support the project schedule. Delays in Owner review or changes in project direction may affect scope, schedule, and compensation.

## I. COMPENSATION

The Owner agrees to compensate the Engineer for the professional services described in this Work Order for **Phase 1 for a lump sum amount of \$150,000.00**, in accordance with the Continuing Contract.

The lump sum compensation is based on the scope of professional services defined herein and includes the labor, overhead, and reimbursable expenses necessary to perform those services, unless otherwise excluded in Section J of this Work Order.

The Engineer shall invoice the Owner based on progress toward completion of the defined tasks and deliverables. Adjustments to the scope of services or lump sum compensation shall be made only by written amendment to this Work Order.

The lump sum compensation is provided for professional engineering services only and does not include construction, dredging, or physical implementation of any proposed measures.

The task-level allocations shown below are provided for tracking purposes only and do not represent individual not-to-exceed limits.

<b>Task No.</b>	<b>Task Description</b>	<b>Task Compensation</b>
<b>1.0</b>	<b>Project Management / Coordination</b>	<b>\$3,600</b>
<b>2.0</b>	<b>Data Collection/Environmental</b>	<b>\$106,400</b>
<b>3.0</b>	<b>Technical Report / Alternatives Evaluation</b>	<b>\$40,000</b>
<b>4.0</b>	<b>60% Design Submittal</b>	<b>0</b>
<b>5.0</b>	<b>Bid Documents</b>	<b>0</b>
<b>6.0</b>	<b>Environmental Permitting</b>	<b>0</b>
<b>7.0</b>	<b>Bidding Phase Services</b>	<b>0</b>
<b>TOTAL</b>		<b>\$150,000</b>

## J. EXCLUSIONS AND OTHER PROVISIONS

- A. Engineering services under this Work Order do not include construction phase services, contractor coordination, resident inspection, materials testing, environmental monitoring, post-construction performance evaluation, grant preparation, public

- meetings, or long-term operation and maintenance support unless specifically authorized in writing.
- B. Engineering services also do not include evaluation of contractor pricing, contractor qualifications, or construction sequencing.
  - C. All provisions contained in the Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.
  - D. This compensation schedule does not include agency regulatory review fees for any permits.
  - E. The compensation for survey and delineation work assumes that work can be completed during low water conditions so no boat is needed to survey the OHWM or stream banks.

IN WITNESS WHEREOF, the parties hereto have executed **Work Order No.35** to be effective as of the date first above written.

OWNER:  
TOWN OF ORANGE PARK  
2042 Park Avenue  
Orange Park, FL 32073

ENGINEER:  
CMT  
7785 Baymeadows Way, Suite 200  
Jacksonville, FL 32256

By: \_\_\_\_\_  
Name: Winnette Sandlin  
Title: Mayor

By: \_\_\_\_\_  
Name: Paul Ina  
Title: Group Manager, Florida ST

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



### Town of Orange Park Agenda Memorandum

To: Town Council  
Agenda Date: June 23, 2026  
Submitting Department: Police

**Item Title:** Approval of an Agreement with Axon Enterprise, Inc. for Body Worn Cameras

<b>Check one:</b>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Regular Agenda

**Financial Impact if Applicable:** The total cost of this five-year contract is \$102,211.34 and is already budgeted for in our CIP Budget. The contract breaks down payments to \$20,442.26 a year.

**Background Information:** Axon offers agencies the opportunity to enter into a mid-term "Technology Refresh" agreement, allowing for replacement of existing equipment, access to updated technology, and extension of services for an additional five-year term. Approval of this agreement will lock in 2026 pricing and extend the Town's partnership with Axon for five years from the date of execution. To be clear as well, the current contract will be ended in order to enter into the new contract at no penalty to the Town.

The Orange Park Police Department's experience with Axon has been exceptional. The reliability of the equipment, quality of customer service, and comprehensive warranty coverage have consistently met the Department's needs. Body-worn cameras have enhanced transparency, improved evidence collection, supported criminal investigations and prosecutions, and helped reduce the risk of frivolous complaints and litigation.

**Action Requested:** Authorize the Mayor to execute the Quote, incorporating the Master Services Purchasing Agreement, and the Contract Addendum as presented and to terminate the existing contract with Axon upon execution of the new agreement.

- Information Attached:**
- [Addendum to Master Services and Purchasing Agreement](#)
  - [Axon Contract Extension Invoice](#)
  - [Master Services and Purchasing Agreement](#)
  - [Sole Manufacturer Letter](#)



**ADDENDUM TO MASTER SERVICES AND PURCHASING AGREEMENT**  
(Law Enforcement Body Cameras)

**THIS ADDENDUM TO MASTER SERVICES AND PURCHASING AGREEMENT** (“Addendum”) is executed this \_\_\_ day of \_\_\_\_\_ 2026, and made effective as of June 23, 2026 (the “Effective Date”), by and between the **TOWN OF ORANGE PARK**, a municipality existing under the laws of the State of Florida (the “Town” or “Buyer”) and **AXON ENTERPRISE, INC.**, a Delaware corporation (“Contractor”)(collectively, the “Parties” or individually “Party”).

**RECITALS**

**WHEREAS**, the Town’s Purchasing Policy (POL-P-2015-1) authorizes and permits the Town to award single source contracts without completing a competitive process for justifiable reasons pursuant to the Town’s Purchasing Policy; and

**WHEREAS**, the Town at a duly noticed meeting approved a single source contract award to Contractor to supply Buyer with law enforcement body camera equipment and services; and

**WHEREAS**, Contractor provided Buyer with a quote for services, and Contractor and Buyer entered into a Master Services and Purchasing Agreement effective as of May 1, 2026, for Contractor to supply law enforcement body camera equipment and services, as more particularly described therein (the “MSPA”); and

**WHEREAS**, Contractor and the Buyer desire to supplement the terms and conditions of the MSPA with this Addendum to Master Services and Purchasing Agreement (collectively, the “Agreement”) to incorporate the Town’s required contract provisions.

**NOW THEREFORE**, in consideration of the terms, promises, mutual covenants and conditions contained in this Addendum, the Parties agree as follows:

1. **Recitals; Incorporation by Reference**. The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.
2. **Term**. The Agreement will begin as of the Effective Date and shall continue for a sixty (60) month period thereafter, unless otherwise earlier terminated by the parties pursuant to the terms of this Addendum.
3. **Maximum Indebtedness; Contract Price**. The Town’s maximum indebtedness for the Services under this Agreement shall not exceed the fixed monetary amount not-to-exceed One Hundred Two Thousand Two Hundred Eleven and 34/100 (\$102, 211.34), subject to annual available and lawfully appropriated funds each fiscal year. The payment terms of the Agreement are set forth on **Exhibit A** attached hereto. The payment terms set forth on **Exhibit A** shall govern and control over any conflicting payment terms contained in this Agreement, including any terms regarding late fees and service charges. The Town shall not be responsible for late fees and service charges.

4. **Agreement Documents.** This Agreement consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- i. The MSPA; and
- ii. This Addendum, including exhibits attached hereto, as modified by any subsequent signed amendments.

5. **Miscellaneous Required Contract Provisions.** Contractor shall adhere to the additional required contract provisions set forth on **Exhibit A** attached hereto and incorporated herein by reference.

6. **Indemnification and Insurance.** Contractor shall adhere to the indemnification and insurance requirements contained on **Exhibit B** attached hereto.

7. **Required Government Affidavits.** Contemporaneously with the execution of this Agreement, and as a condition precedent to the enforceability of this Agreement including the Town’s obligations hereunder, Contractor shall deliver to the Town an executed Human Trafficking Affidavit and Entities of Foreign Countries of Concern Affidavit in the forms attached hereto as **Exhibit C-1** and **Exhibit C-2**, respectively.

8. **Entire Agreement.** The MSPA and this Addendum constitutes the Agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed in the Agreement herein shall be binding. Contractor acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

9. **Notices.** Unless otherwise provided herein, any and all notices, which are permitted or required in this Contract, shall be in writing and shall be duly delivered and given when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated below or via email with an acknowledge delivery receipt by the other party. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein or such other address either party from time to time specifies in writing to the other.

As to the Town:           Town of Orange Park  
2042 Park Avenue  
Orange Park, FL  
Attn: Town Manager

With a copy to:           Town Attorney  
Same address as above

As to Contractor: Axon Enterprise, Inc.  
17800 N 85th St.  
Scottsdale, AZ 85255  
Attention: \_\_\_\_\_

**10. Contract Managers.** Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Agreement. As of the Effective Date, the Town's Contract Manager is \_\_\_\_\_, and the Contractor's Contract Manager is \_\_\_\_\_. Each party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his contact information; provided, such changes shall not be deemed Agreement amendments and may be provided via email.

**11. Amendments.** All changes to, additions to, modifications of, or amendment to the Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

**12. Counterparts.** This Agreement, and all amendments thereto, may be executed electronically and in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank. Signature page to follow.]

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to Agreement the day and year first above written.

**BUYER:**

**TOWN OF ORANGE PARK**, a municipality existing under the laws of the State of Florida

By: \_\_\_\_\_  
Winnette Sandlin, as Mayor

Attest:

By \_\_\_\_\_  
Town Clerk

In compliance with the Charter of the Town of Orange Park, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing contract or obligation and provision has been made for the payment of monies provided therein to be paid.

\_\_\_\_\_  
Town Manager or authorized designee

**CONTRACTOR:**

**AXON ENTERPRISE, INC.**, a Delaware corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit A

### Additional Required Contract Provisions

**Service Warranties.** Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with Buyer for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by Buyer shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well. The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Service that have been produced by anyone other than Contractor or its subcontractors; (ii) to any modifications made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent; or (iii) to any use of the Service in a manner or for any purpose other than those contemplated in the Contract. Contractor's warranties extend solely to the Buyer.

#### **Intentionally Omitted.**

#### **Invoicing and Payment.**

(a) Payment to Contractor for Services shall be made on an annual basis for the Services provided. Invoices shall contain the Contract number, purchase order number if applicable, the appropriate vendor identification number, and in accordance with Section 218.391(7), Florida Statutes, sufficient detail to demonstrate compliance with the terms of the Contract. Buyer may require any other information from Contractor that Buyer deems reasonably necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt of a proper invoice approved by the Town pursuant to Chapter 218, Part VII, Florida Statutes. Buyer does not pay service charges, interest or late fees unless required by law. Town payments under this Agreement shall be made as Contractor performs work and no Town funds shall be advanced prior to the performance of work without the approval of the Town Board of Commissioners.

(b) To the extent Contractor's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the Town's approved travel policy and applicable Florida laws.

**Taxes.** Buyer is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to Buyer.

#### **Retention of Records / Audits.**

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance. Buyer acknowledges that Contractor's facilities are governed by Agreements with law enforcement agencies that impose strict security and access controls. Accordingly, Contractor will not grant any audit or inspection rights of its facilities that would conflict with or compromise such security obligations.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records related to this Agreement, regardless of the form in which kept.

(d) Contractor must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit Buyer to interview any of Contractor's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work upon reasonable advance written notice and at a date and time that is mutually agreed upon by the Parties. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is deficient by more than five percent (5%), Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within fifteen (15) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h) Contractor must include substantially similar terms to those in the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees, including copies records subject to Florida's public records laws. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

**Buyer's Right to Suspend Work.** Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not

entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

**Intentionally Omitted.**

**Buyer's Remedies Upon Contractor Default.** Any one or more of the following events, if not cured within thirty (30) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the 30-day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a false representation or certification in its response, or (ii) Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector. Upon an "Event of Default" on the part of Contractor, Buyer will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to Buyer under the Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

**Contractor Remedies Upon Buyer Default.** Buyer shall be in default if Buyer fails to honor any material term of the Contract, and such failure is not cured within thirty (30) calendar days after receipt of written notice thereof from Contractor. In the event of Buyer's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

**Force Majeure, Notice of Delay, and No Damages for Delay.** Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

**No Waiver.** The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, Buyer's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of Buyer's right to insist upon strict performance hereof.

**Qualification of Contractor Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of Buyer and with all controlling laws and regulations relevant to the services they are providing under the Contract. Buyer may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Contractor. Buyer may refuse access to, or require replacement of, any personnel for reasonable cause. Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than Buyer. As a condition to providing services to Buyer, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to Buyer upon request.

**Restrictions on the Use or Disclosure of Buyer's Information.** Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of Buyer. At Buyer's request, all information furnished by Buyer will be returned to Buyer upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on Buyer's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of substantially similar restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

**Protection of Contractor's Trade Secrets and Other Confidential Information.** All documents received by Buyer in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to Buyer. Buyer agrees to notify Contractor of any third party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within ten (10) calendar days of Contractor's receiving notice of the request, Buyer may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

**Assignment.** Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of the Contract. Neither Party shall sell, assign or transfer any of its rights

(including rights to payment), duties or obligations under the Contract without the prior written consent of the other Party. In the event of any assignment, Contractor shall remain liable for performance of the Contract unless Buyer expressly waives such liability. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Buyer.

**Intentionally Omitted.**

**Intentionally Omitted.**

**Equal Employment Opportunity.** The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President’s Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to Buyer.

**Other Non-Discrimination Provisions.** Contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, national origin, disability, age, marital status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.

**Prompt Payment to Subcontractors and Suppliers.** The Town shall adhere to applicable Local Government Prompt Pay Act provisions in Chapter 218, Part VII, Florida Statutes, as may be amended.

**Conflicts of Interest.** Contractor acknowledges that pursuant to Chapter 112, Part III, Florida Statutes, a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor. Contractor shall adhere to the Town’s ethics, transparency, and disclosure requirements.

**Contingent Fees Prohibited.** Pursuant to Section 287.055, Florida Statutes, as applicable, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona- fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, Buyer shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**Truth in Negotiation Certificate.** Pursuant to Section 287.055, Florida Statutes, as applicable, the execution of the Contract by Contractor shall be deemed to be a simultaneous execution of a Truth In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where Buyer

determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

**Compliance with Applicable Laws.** Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- a. Chapter 119, Florida Statutes (the Florida Public Records Law);
- b. Section 286.011, Florida Statutes (the Florida Sunshine Law);
- c. Town of Orange Park Purchasing Policy; and
- d. All licensing and certification requirements applicable to performing the Services.

If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

**Intentionally Omitted.**

**Warranty of Ability to Perform.** Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify Buyer in writing if its ability to perform is compromised in any manner during the term of the Contract.

**Warranty of Authority to Sign Contract.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

**Governing State Law/Severability/Venue.** The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be exclusively in courts of competent jurisdiction located in Clay County, Florida.

**Construction.** Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

**Ethics Provisions for Vendors/Suppliers.** The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Town's procurement and ethics policies.

**Employment Eligibility.** The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. In accordance with Chapter 2020-149, Laws of Florida, the Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. Contractor acknowledges that any violation with the aforementioned will result in a default to the Agreement

and the Town shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

**Prohibition against Considering Social, Political or Ideological Interests in Government Contracting.**

Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that Town in awarding contracts to vendors may not: (a) Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and (b) Give preference to a vendor based on the vendor's social, political, or ideological interests.

**Scrutinized Vendors.** Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

i. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

ii. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Contractor:

- (1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
- (2) Is engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135(3)(a)4, Florida Statutes, the Town may terminate this Agreement at the Town's option if the Agreement is for goods or services in an amount of one million dollars or more and the Contractor:

- (1) Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
- (2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and
- (3) Is engaged in business operations in Cuba or Syria.

iv. Pursuant to Section 287.135(3)(b), Florida Statutes, the Town may terminate this Agreement at the Town's option if the Agreement is for goods and services of any amount and the Contractor:

- (1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or
- (2) Is engaged in a boycott of Israel.

**Convicted Vendor List.** A person or affiliate placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes, following a conviction for a public entity crime may not do any of the following for a period of thirty-six (36) months from the date of being placed on the convicted vendor list:

- submit a bid on a Agreement to provide any goods or services to a public entity;

- submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Agreement with any public entity; and
- transact business with any public entity in excess of the Category Two threshold amount provided in Section 287.017, Florida Statutes.

**Discriminatory Vendor List.** An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

- submit a bid on a Agreement to provide any goods or services to a public entity;
- submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a Contractor, supplier, sub-Contractor, or consultant under a Agreement with any public entity; or
- transact business with any public entity.

**Attorneys Fees.** Each party shall be responsible for its own attorneys' fees related in any manner to this Agreement.

**Public Records.** The Town is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a) Keep and maintain public records required by the Town in order to perform the service.
- b) Upon request from the Town's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town.
- d) Upon completion of the Agreement, transfer, at no cost to the Town, all public records in possession of the Contractor, or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records in a format that is compatible with the information technology systems of the Town.

- e) It is the Firm's practice to retain files for any concluded matter in electronic format and reserve the right to destroy all documents after they have been maintained for seven years, absent a written client request for such documents to be returned. By execution of this agreement, the Town is requesting that all Firm files be returned and provided to the Town to circumvent destruction of the files.
- f) During the term of the Agreement, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the Town's Director. The Contractor agrees to make available to the Town's Director, during normal business hours and Clay County, all books of account, reports and records relating to this Agreement.
- g) Public Records Custodian

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TOWN CLERK  
2042 PARK AVENUE  
ORANGE PARK, FL 32073  
EMAIL:CRUSSO@TOWNOP.COM**

**THE CONTRACTOR ACKNOWLEDGES THAT THE BUYER CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE BUYER TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION PURSUANT TO THIS AGREEMENT.**

**Exhibit B**  
**Indemnification and Insurance**

Indemnification Requirement – Intentionally Omitted

Contractor and its subcontractors (the “Indemnifying Party”) shall hold harmless, indemnify, and defend the Town of Orange Park, Florida (“Town”) and their respective members, officers, officials, employees and agents (collectively the “Indemnified Parties”) from and against, any and all third-party claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for product liability. Contractor shall indemnify the Indemnified Parties against any and all third-party claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses arising from a defect in Axon Devices and/or related services under this Agreement.

If an Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Insurance Requirements

Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule      Limits

Worker’s Compensation	Florida Statutory Coverage	
General Commercial Liability	\$500,000	General Aggregate
	\$500,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the Town. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Public Liability and Property Damage Insurance (including Independent Contractor’s Liability, Owner’s Protection Insurance, Contractual Liability and Completed Operations Insurance)

\$1,00,000 (One person in any one accident)  
\$1,00,000 (Two or more persons in any one accident)  
\$500,000 (Property Damage in any one accident)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Public Liability and Property Damage Insurance as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the Town. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability                      \$500,000      Combined Single Limit (Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

#### Additional Insurance Provisions

- A. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Town or any Town members, officials, officers, employees and agents.
- B. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the Town and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- C. Certificates of Insurance. Contractor shall provide the Town Certificates of Insurance at Contract execution. The certificates of insurance shall be mailed to the Town of Orange Park, Florida (Attention: Finance Director), 2042 Park Avenue, Orange Park, FL 32073.
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the Town thirty (30) days prior written notice of any cancellation, including expiration or non-renewal. If such endorsement is not available by the insurer, then the Contractor shall provide said thirty (30) days written notice of coverage being suspended, voided, cancelled, including expiration or non-renewal.

- F. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- G. Special Provisions. Prior to executing this Agreement, Contractor shall present this Contract, including this Exhibit, to its insurance agent (“Agent”) affirming: 1) that the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

**Exhibit C-1**

**Human Trafficking Affidavit**  
**(Section 787.06, Florida Statutes)**

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as \_\_\_\_\_ of \_\_\_\_\_, a Florida \_\_\_\_\_ (the "Company").

3. The Company does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.

Executed to be effective as of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_. Said individual  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Name: \_\_\_\_\_

NOTARY PUBLIC, State of Florida

Serial Number (if any) \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(SEAL)

**Exhibit C-2**

**Entities of Foreign Countries of Concern Affidavit**  
**(Section 287.138, Florida Statutes)**

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as \_\_\_\_\_ of \_\_\_\_\_, a Florida \_\_\_\_\_  
\_\_\_\_\_ (the "Entity").
3. The Entity is not owned by the government of a foreign country of concern.
4. The government of a foreign country of concern does not have a controlling interest in the Entity.
5. The Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
6. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.

Executed to be effective as of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_. Said individual [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Name: \_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Serial Number (if any) \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





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-774198-46073RG

Issued: 02/20/2026

Quote Expiration: 02/28/2026

Estimated Contract Start Date: 05/01/2026

Account Number: 319424

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Orange Park Police Dept. - FL 2025 Smith St Orange Park, FL 32073-5579 USA	Orange Park Police Dept. - FL 2025 Smith St Orange Park FL 32073-5579 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Gershenson Phone: Email: rleinson@axon.com Fax:	Randy Case Phone: 9042645555 Email: rcase@townop.com Fax: (904) 278-3034

### Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$102,211.34</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$102,211.34</b>

### Discount Summary

Average Savings Per Year	\$30,101.29
<b>TOTAL SAVINGS</b>	<b>\$150,506.47</b>

**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Apr 2026	\$20,442.30	\$0.00	\$20,442.30
Apr 2027	\$20,442.26	\$0.00	\$20,442.26
Apr 2028	\$20,442.26	\$0.00	\$20,442.26
Apr 2029	\$20,442.26	\$0.00	\$20,442.26
Apr 2030	\$20,442.26	\$0.00	\$20,442.26
<b>Total</b>	<b>\$102,211.34</b>	<b>\$0.00</b>	<b>\$102,211.34</b>

Quote Unbundled Price: \$227,522.70  
 Quote List Price: \$171,233.10  
 Quote Subtotal: \$102,211.34

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	(\$39,599.06)	(\$39,599.06)	\$0.00	(\$39,599.06)
100552	TRANSFER BALANCE - GOODS	1			\$1.00	(\$24,504.00)	(\$24,504.00)	\$0.00	(\$24,504.00)
BWCUwTAP	BWC Unlimited with TAP	24	60	\$142.00	\$102.91	\$102.91	\$148,190.40	\$0.00	\$148,190.40
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	24	60			\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Hardware</b>									
H00002	AB4 Multi Bay Dock Bundle	3			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	60		\$10.85	\$10.85	\$15,624.00	\$0.00	\$15,624.00
<b>A la Carte Services</b>									
102531	PSO VIRTUAL TRAINING	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
<b>Total</b>							<b>\$102,211.34</b>	<b>\$0.00</b>	<b>\$102,211.34</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	24	1	04/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	1	04/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	04/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	04/01/2026
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	24	1	10/01/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	3	1	10/01/2028
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	24	1	04/01/2031
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	3	1	04/01/2031

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	24	05/01/2026	04/30/2031
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	24	05/01/2026	04/30/2031
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	05/01/2026	04/30/2031

## Services

Bundle	Item	Description	QTY
A la Carte	102531	PSO VIRTUAL TRAINING	1

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	24	04/01/2027	04/30/2031
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	3	04/01/2027	04/30/2031

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2025 Smith St	Orange Park	FL	32073-5579	USA

## Payment Details

Apr 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	(\$24,504.00)	\$0.00	(\$24,504.00)
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$39,599.06)	\$0.00	(\$39,599.06)
Year 1	102531	PSO VIRTUAL TRAINING	1	\$1,270.87	\$0.00	\$1,270.87
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	\$7,942.41	\$0.00	\$7,942.41
Year 1	BWCUwTAP	BWC Unlimited with TAP	24	\$75,332.08	\$0.00	\$75,332.08
Year 1	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 1	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	24	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$20,442.30</b>	<b>\$0.00</b>	<b>\$20,442.30</b>

Apr 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	102531	PSO VIRTUAL TRAINING	1	\$307.28	\$0.00	\$307.28
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	\$1,920.40	\$0.00	\$1,920.40
Year 2	BWCUwTAP	BWC Unlimited with TAP	24	\$18,214.58	\$0.00	\$18,214.58
Year 2	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 2	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	24	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$20,442.26</b>	<b>\$0.00</b>	<b>\$20,442.26</b>

Apr 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	102531	PSO VIRTUAL TRAINING	1	\$307.28	\$0.00	\$307.28
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	\$1,920.40	\$0.00	\$1,920.40
Year 3	BWCUwTAP	BWC Unlimited with TAP	24	\$18,214.58	\$0.00	\$18,214.58
Year 3	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 3	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	24	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$20,442.26</b>	<b>\$0.00</b>	<b>\$20,442.26</b>

Apr 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	102531	PSO VIRTUAL TRAINING	1	\$307.28	\$0.00	\$307.28
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	\$1,920.40	\$0.00	\$1,920.40
Year 4	BWCUwTAP	BWC Unlimited with TAP	24	\$18,214.58	\$0.00	\$18,214.58
Year 4	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 4	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	24	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$20,442.26</b>	<b>\$0.00</b>	<b>\$20,442.26</b>

Apr 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	102531	PSO VIRTUAL TRAINING	1	\$307.28	\$0.00	\$307.28

**Apr 2030**

<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	\$1,920.40	\$0.00	\$1,920.40
Year 5	BWCUwTAP	BWC Unlimited with TAP	24	\$18,214.58	\$0.00	\$18,214.58
Year 5	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 5	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	24	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$20,442.26</b>	<b>\$0.00</b>	<b>\$20,442.26</b>

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

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

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

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://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

Agency has existing contract(s) originated via Quote(s):  
Q-406677,

Agency is terminating those contracts effective 5/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of -\$64,103.06

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

---

Signature

---

Date Signed

2/20/2026



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

### 1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, but excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

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

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

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

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

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

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

### 7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's

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

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
8. **Free Trial.**
- 8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.
- 8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix
9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.
10. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

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

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
17. **Termination.**
- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
18. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
19. **General.**
- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.
- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon

may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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

**AXON:**

**Axon Enterprise, Inc.**

**CUSTOMER:**

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**Axon Cloud Services Terms of Use Appendix**

**1. Definitions.**

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

- 2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
- 3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
- 4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
- 5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use

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

- 5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
  - 5.2. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
  6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
  7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
  8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
    - 8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
    - 8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
  9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
  10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
  11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata)
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and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

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

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

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

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

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

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

13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

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

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

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

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

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

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

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

### 15. Carbyne Products and Services

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

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

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

### 16. Prepared Products and Services.

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

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

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

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

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

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

19.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

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

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

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- 19.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- 19.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 19.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

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## AI Technology Appendix

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

### 1. Definitions.

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

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

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

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

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

4. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

4.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

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

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

### 5. Axon Responsibilities.

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

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

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

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

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

### 6. Customer Responsibilities.

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- 6.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
  - 6.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
  - 6.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage. Axon translation products may not be used by healthcare providers (doctors, nurses, paramedics, etc.) for the purpose of providing healthcare services and are only meant to allow healthcare providers to de-escalate confrontations.
  7. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:
    - 7.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
    - 7.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
    - 7.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.
  8. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.
  9. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.
  10. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:
    - 10.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
    - 10.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
  11. **Prepared Products.** This section applies to a Customer's AI Eras subscription for Prepared products:
    - 11.1. Deploying Assistive Dispatch may require Axon to procure additional third party-licensing. Axon reserves the right to pass through these third-party costs to the Customer. Assistive Dispatch may also require
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additional third-party hardware or services to be purchased by the Customer directly from the third-party vendor. AI Era pricing does not include these third-party hardware or services costs.

- 11.2. Assistive Dispatch is available for Customers using supported CAD and radio console configurations. A technical assessment will determine eligibility. Customers with analog radio consoles or unsupported digital console configurations are not eligible for Assistive Dispatch but may use other Prepared products included in AI Era (ACT, AQA, ANET). Axon will conduct eligibility assessment only when explicitly requested by customer.
- 11.3. PSAP eligibility for Prepared products under the AI Era Plan requires that AI Era licenses purchased to represent at least one-third (33%) of the total sworn officer count associated with the PSAP. For PSAPs serving multiple agencies, eligibility is calculated based on the aggregate AI Era licenses purchased by all participating agencies relative to the combined sworn officer count served by that PSAP. Axon retains sole discretion to determine PSAP eligibility, and may consider additional factors including call volume, deployment feasibility, and PSAP configuration in making its determination. If customer is interested in Prepared products as part of the purchase of AI Era Plan, Customer to assist Axon in making all eligibility determinations within 90 days of the date of quote signature.

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## Axon Customer Experience Improvement Program Appendix

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

### Axon Obligations

#### ACEIP Basic

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

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

#### Transparency Portal Publication

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

#### Opt Out

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

#### ACEIP Custom

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

**Professional Services Appendix**

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

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories and custom roles based on Customer need</li> <li>• Register cameras to Customer domain</li> <li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> <li>• One on-site session included</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Customer to decide the ideal location of Docks and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using admin credentials from Customer</li> <li>• On-site assistance, not to include physical mounting of docks</li> </ul>
<p><b>Best practice implementation planning session</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers</li> <li>• Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management</li> <li>• Provide referrals of other customers using the Axon camera devices and Axon Evidence</li> <li>• Recommend rollout plan based on review of shift schedules</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b> Step-by-step explanation and assistance for Customer's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence.</p>
<p><b>Axon instructor training (Train the Trainer)</b> Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations.</p>
<p><b>Evidence sharing training</b> Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies.</p>
<p><b>Users go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><b><a href="#">Implementation document packet</a></b> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide.</p>
<p><b>Post go-live review</b></p>

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

<p><b>System set up and configuration (Remote Support)</b></p> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories &amp; custom roles based on Customer need</li> </ul>
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<ul style="list-style-type: none"> <li>• Troubleshoot IT issues with Axon Evidence and Dock access</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Customer to decide the ideal location of Dock setup and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer</li> <li>• Does not include physical mounting of docks</li> </ul>
<p><b>Axon instructor training (Train the Trainer)</b> Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p><b>User go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><a href="#">Implementation document packet</a> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Configure Axon Evidence categories &amp; custom roles based on Customer need.</li> <li>• Troubleshoot IT issues with Axon Evidence.</li> <li>• Register users and assign roles in Axon Evidence.</li> <li>• <b>For the CEW Full-Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<p><b>Dedicated Project Manager</b> Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout.</p>
<p><b>Best practice implementation planning session to include:</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers.</li> <li>• Discuss the importance of entering metadata and best practices for digital data management.</li> <li>• Provide referrals to other customers using TASER CEWs and Axon Evidence.</li> <li>• <b>For the CEW Full-Service Package:</b> On-site assistance included.</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included.</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b> On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence.</p>
<p><b>Axon Evidence Instructor Training</b></p> <ul style="list-style-type: none"> <li>• Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.</li> <li>• <b>For the CEW Full-Service Package:</b> Training for up to 3 individuals at Customer's facility</li> <li>• <b>For the CEW Starter Package:</b> Training for up to 1 individual virtually</li> </ul>
<p><b>TASER CEW inspection and device assignment</b> Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p><b>Post go-live review</b> <b>For the CEW Full-Service Package:</b> On-site assistance included. <b>For the CEW Starter Package:</b> Virtual assistance included.</p>

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

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

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

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

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

**System set up and configuration (Remote Support)**

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

**Axon instructor training (Train the Trainer)**

Training for up to five (5) Customer in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations.

**Classroom and practical training sessions**

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices.

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

**System set up and configuration (Remote Support)**

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

**Axon instructor training (Train the Trainer)**

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

**Classroom and practical training sessions**

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

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

10. **Signal Sidearm Installation Service.**

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

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

**System set up and configuration**

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

<p><b>Disclosures</b></p> <ul style="list-style-type: none"> <li>Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon:             <ol style="list-style-type: none"> <li>Public Defender Case Sharing</li> <li>Disclosure Portal</li> <li>Download Links</li> </ol> </li> </ul>
<p><b>Training</b></p> <ul style="list-style-type: none"> <li>Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training.</li> <li>Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.</li> </ul>
<p><b>Go-Live Plan</b></p> <ul style="list-style-type: none"> <li>Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.</li> </ul>
<p><b>Implementation document packet</b></p> <ul style="list-style-type: none"> <li>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</li> </ul>
<p><b>Post go-live review</b></p>

- Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
- Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
- Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

**Additional Trainings.** If the Customer purchases a training voucher, Customer must use the voucher within one (1) year of issuance, or the voucher will be void. The voucher has no cash value. Customer cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Customer responsibility.
- Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer

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

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

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**Technology Assurance Plan Appendix**

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

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

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## TASER Device Appendix

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

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every one thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
  - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
  - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100.
  - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or, 100 Deployments.
  - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100 Deployments.
  - 3.5. **TASER 10L Devices.** If the TASER Device is a TASER 10L (TASER 10 Light) as defined in the Quote, Axon warrants that the TASER Device is free from defects in workmanship and materials for the earlier of one (1) year from the date of Customer's receipt or 100 Deployments.
  - 3.6. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
  - 3.7. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix.
  - 3.8. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty and continues for the period defined in the Quote. Each additional year of warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period that may be purchased for an individual TASER Device will be the earlier of five (5) years or 500 Deployments, this includes the Limited Warranty. Limited Warranty. Reduced Life TASER 10L device has a maximum warranty that may be purchased will be the earlier of two (2) years or 200 including the Limited Warranty.
5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-

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

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

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
  - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
  - 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
  - 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

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**Axon Auto-Tagging Appendix**

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

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

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**Axon ALPR Appendix**

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

**1. Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer’s representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

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

**3. Axon Fleet Specific Terms.**

- 3.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint’s end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon’s acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.
- 3.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription
- 3.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon’s licensors on or within Axon Vehicle Software.

**12. Axon Outpost Specific Terms.**

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

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

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

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

**15. Axon Lightpost Specific Terms.**

- 3.5. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.
- 3.6. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
- 3.7. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

**16. Wireless Offload Server**

- 7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
17. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

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## Axon Respond Appendix

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

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories. Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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**Axon Virtual Reality Content Terms of Use Appendix**

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

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
  - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
  - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
  - 3.4. use trade secret information contained in Virtual Reality Media;
  - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
  - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
  - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

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**Axon Evidence Local Software Appendix**

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

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
  - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
  - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
  - 3.5. use trade secret information contained in Axon Evidence Local;
  - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
  - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
  - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

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## Axon Application Programming Interface Appendix

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

### 1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

### 2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

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

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

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

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

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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
  - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
  - 5.3. the structure of and relationship of API Service resources; and
  - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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## Axon Channel Services Appendix

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

### 1. **Definitions.**

- 1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.

7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
  - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
  - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
  - 8.4. Ensure all appropriate data backups are performed;
  - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
  - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
  - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).
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**Axon Technical Account Manager Appendix**

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

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
2. **Full-Time TAM Scope of Services.**
  - 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
  - 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
  - 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
  - 2.4. The Full-Time TAM **Service options are listed below:**

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

3. **Regional TAM Scope of Services.**
  - 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
  - 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
  - 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
  - 3.4. The Regional TAM service options are listed below:

**Account Maintenance**

Conducting remote training on new features and **devices for Customer's leadership**  
Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**  
Conducting weekly conference calls to cover **current issues and program status**  
Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

**Direct Support**

**Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices**  
Creating and monitoring RMAs remotely

**Data Analysis**

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**  
Comparing **Customer's Axon usage and trends to peers to establish best practices**  
Proactively monitoring the health of Axon equipment and coordinating returns when needed

**Customer Advocacy**

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**  
Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

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## Axon Investigate Appendix

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

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

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## My90 Terms of Use Appendix

### 1. Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
  - 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
  - 1.3. **"Customer Data"** means
    - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
    - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
    - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
  - 1.4. **"My90 Data"** means
    - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
    - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
  - 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
  - 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
  - 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
  3. **IP address.** Axon will not store survey respondents' IP address.
  4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
  5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified
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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
  7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
  8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
  9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
  10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
    - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
    - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
  11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
  12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
  13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
  14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon
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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
  - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
  - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
  - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
  - 18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
  - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
  - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
  - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
  - 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
  - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
  - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

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21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
  - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
  - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
  - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
  - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
  - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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## Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
  - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
  - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
  - 1.3. Distribution of survey via multiple distribution channels such as text message;
  - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
  - 1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
  - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
  - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
  - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

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### Axon Event Offer Appendix

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

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

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**Axon Training Pod Appendix**

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.
4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

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## Dedrone Product Appendix

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

### 1. Definitions.

- 1.1 “**Dedrone Data**” means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace (“DedroneDNA”, formerly “DroneDNA”), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 “**Dedrone Hardware**” means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 “**Sensor**” means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 “**Dedrone Software**” means (i) Axon’s proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon’s video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer’s Third-Party Hardware.
- 1.5 “**Third-Party Hardware**” means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

### 2. Customer License.

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the “License”). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a (“Prohibited Use”).

### 3. Customer Obligations.

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the “Specifications”) and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer’s responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer’s option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal

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authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

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

#### 4. **Data Protection.**

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

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

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

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

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

#### 5. **Ownership.**

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

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

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

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



17800 N. 85th St., Scottsdale, Arizona 85255 \* 480-991-0797 \* Fax 480-991-0791 \* www.axon.com

**To: United States state, local and municipal law enforcement agencies**

**Re: Sole Manufacturer Letter for Axon Enterprise, Inc.'s Conducted Electrical Weapons, on-Officer Cameras, and Evidence.com Data Management Solutions**

Axon Enterprise, Inc. (Axon), is the sole manufacturer for TASER brand energy weapons and Axon brand products. Axon is also the sole distributor of all Axon brand products in the USA and the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, VA, VI, VT, WI, WV, and the District of Columbia. Axon is also the sole developer and offeror of the Evidence.com data management services.<sup>1</sup>



### **TASER Energy Weapon Descriptions**

#### **TASER 10 Energy Weapon**

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

#### **TASER 7 Energy Weapon**

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence services

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<sup>1</sup> Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

### **TASER 7 CQ Energy Weapon**

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

### **X2 Energy Weapon**

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

### **X26P Energy Weapon**

- High efficiency flashlight
- Red LASER (used for target acquisition)

- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

#### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch 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.

#### **Axon Signal Sidearm Sensor**

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

### **TASER Brand Energy Weapon Model Numbers**

1. Energy Weapons:
  - TASER 10 Models: 100390, 100391
  - TASER 10 Inert Device Model: 100392
  - TASER 7 Models: 20008, 20009, 20010, and 20011
  - TASER 7 CQ Models 20213, 20214
  - TASER X2 Models: 22002 and 22003
  - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for Energy Weapons:
  - TASER 7 – 4-year extended warranty, item number 20040
  - X2 – 4-year extended warranty, item number 22014
  - X26P – 2-year extended warranty, item number 11008
  - X26P – 4-year extended warranty, item number 11004
3. TASER 10 Magazines
  - TASER 10 live duty magazine (black), item number 100393
  - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
  - TASER 10 live training magazine (purple), item number 100395
  - TASER 10 inert training magazine (red), item number 100396
4. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
  - TASER 10 live cartridge, item number 100399
  - TASER 10 HALT cartridge, item number 10400

- TASER 10 inert cartridge, item number 100401
5. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
    - Standoff cartridge, 3.5 degrees, Model 20012
    - Close Quarter cartridge, 12 degrees, Model 20013
  6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
    - 15-foot Model: 34200
    - 21-foot Model: 44200
    - 21-foot non-conductive Model: 44205
    - 25-foot Model: 44203
    - 35-foot Model: 44206
  7. TASER Smart Cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
    - 15-foot Model: 22150
    - 25-foot Model: 22151
    - 25-foot inert simulation Model: 22155
    - 25-foot non-conductive Model: 22157
    - 35-foot Model: 22152
    - Inert Smart Cartridge Model: 22153
  8. Power Modules for TASER 7 and TASER 10 energy weapons:
    - Tactical battery pack Model 22018
    - Compact battery pack Model 22019
    - Non-Rechargeable battery pack Model 22020
    - Disconnect battery pack Model 20027 (currently only for the TASER 7 energy weapon)
  9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
    - TASER CAM HD replacement battery Model: 26764
    - TASER CAM HD Download Kit Model: 26762
    - TASER CAM HD optional 4-year extended warranty, item number 26763
  10. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
    - TASER Weapons Dock Core and Multi-bay Module: 74200
    - TASER Weapons Dock Core and Single-bay Module: 74201
    - TASER Weapons Dock Single Bay Dataport: 74208
  11. Power Modules (Battery Packs) for X26P and X2 energy weapons:
    - Performance Power Magazine (PPM) Model: 22010
    - Tactical Performance Power Magazine (TPPM) Model: 22012
    - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
    - eXtended Performance Power Magazine (XPPM) Model: 11010
    - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
    - Axon Signal Performance Power Magazine (SPPM) Model: 70116
  12. TASER Dataport Download Kits:
    - Dataport Download Kit for the X2 and X26P Model: 22013
  13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
  14. TASER Simulation Suit II Model 44550

## Axon Digital Evidence Solution Description

### Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

### Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

### Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

### Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

### Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to two-minute buffering period to record footage before pressing record button

- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

### **Axon Fleet 2 Camera**

- High-definition video system with wide field of view, zoom, infrared for the back seat and wireless microphone integration
- Intuitive mobile data terminal app, Axon View XL, for quick tagging, uploads and more on the fly
- Ability to efficiently categorize, play back and share all video alongside other digital files on [Axon Evidence](#)
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Best-in-class install times and quick remote troubleshooting
- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

### **Axon Fleet Camera**

- In-car camera with the technological advantages of the Axon Body 2 camera
- Flexible mount that enables pointing the camera in multiple directions
- Automatic transition from buffering to event mode in an emergency vehicle equipped with the Axon Signal Unit

### **Axon Signal Unit (ASU)**

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

### **Axon Interview Solution**

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

### **Axon Signal Technology**

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected.
- Only compatible with TASER and Axon products

### **Axon Dock**

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

### **Axon Evidence Data Management System**

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within 7 days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search seven fields in addition to five category-based fields, create cases for multiple evidence files

### **Axon Evidence for Prosecutors**

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

### **Axon Capture Application**

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

**Axon Commander Services**

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

**Axon View Application**

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

**Axon Professional Services**

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

**Axon Customer Support**

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



## Axon Brand Model Numbers

1. Axon Body 4 Cameras:
  - Axon Body 4 Camera Model: 100147
  - Axon Body 4 Flex POV Module Model: 100200
2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
  - Axon Flex 2 Camera (online) Model: 11528
  - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
7. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554
  - Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547
  - Ballistic Vest Mount Model: 11555
  - Universal Helmet Mount Model: 11548
8. Axon Body 2 Camera Model: 74001
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
  - Z-Bracket, Men's, Axon RapidLock Model: 74018
  - Z-Bracket, Women's Axon RapidLock Model: 74019
  - Magnet, Flexible, Axon RapidLock Model: 74020
  - Magnet, Outerwear, Axon RapidLock Model: 74021
  - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
  - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
  - MOLLE Mount, Single, Axon RapidLock Model: 11507
  - MOLLE Mount, Double, Axon RapidLock Model: 11508
  - Belt Clip Mount, Axon RapidLock Model: 11509
10. Axon Fleet 3 Camera
  - High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
  - High-definition Interior Camera with infrared illumination for back seat view in complete darkness
  - Wireless Mic and Charging Base for capturing audio when outside of vehicle
  - Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
  - Automatic transition from Buffering to Event mode with configurable Signals
  - Video Recall records last 24 hours of each camera in case camera not activated for an event
  - Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more

- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Axon Evidence
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Prioritized upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

#### 11. Axon Fleet 2 Camera

- High-definition video system with wide field of view, zoom, infrared for the back seat and wireless microphone integration
- Intuitive mobile data terminal app, Axon View XL, for quick tagging, uploads and more on the fly
- Ability to efficiently categorize, play back and share all video alongside other digital files on [Axon Evidence](#)
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Best-in-class install times and quick remote troubleshooting
- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

#### 12. Axon Fleet Camera

- Axon Fleet 2 Front Camera: 71079
- Axon Fleet 2 Front Camera Mount: 71080
- Axon Fleet 2 Rear Camera: 71081
- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027
- Axon Fleet 3 Dual View Camera: 72000
- Axon Fleet 3 Interior Camera: 72037
- Axon Fleet Hub: 72010

#### 13. Axon Signal Unit Model: 70112

#### 14. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex 2 Model: 11536
- Axon Dock – 6-Bay and Core for Axon Flex 2 Model: 11537
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Dock – 1-Bay for Axon Body 3 Model: 71104

- Axon Dock – 8-Bay for Axon Body 3 Model: 74210

### TASER Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>2</sup> Axon Evidence, unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>2</sup> Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video

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<sup>2</sup> Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

storage (100 GB), third-party video playback, and Axon Records.

15. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>3</sup> Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
20. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
21. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner  
President  
Axon Enterprise, Inc.

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<sup>3</sup> Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.



### Town of Orange Park Agenda Memorandum

To: Town Council  
Agenda Date: June 23, 2026  
Submitting Department: Legislative

**Item Title:** Approval of Policy POL-GG-2026-1: Committee Training Guidelines Policy

<b>Check one:</b>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Regular Agenda
<b>Financial Impact if Applicable:</b> N/A	

**Background Information:** This item requests Town Council approval of Policy POL-GG-2026-1 to establish a mandatory orientation and annual training framework for Town committee members. Reviewed by the Special Committee for Policies & Procedures (SCPP) on April 17, 2026, the draft was finalized with minor revisions and recommended for Council adoption. This framework supports the upcoming committee reorganization scheduled to take effect on January 1, 2027.

During its April 17, 2026 meeting, the SCPP evaluated the draft training guidelines alongside broader committee structural changes. To align with these adjustments, the committee to finalize the policy with a specific revision clarifying that training will be conducted or directed by the Town Manager or a designee. The January 1, 2027 implementation timeline for the new committee structure provides staff with necessary time for recruitment and updating application forms under the new guidelines.

The proposed policy ensures all committee participants understand their roles and legal obligations through a structured timeline:

- Orientation: New members must receive an orientation within 60 days of appointment, supplemented by a written orientation packet.
- Annual Training: Members must complete one 60–90 minute annual training workshop (in-person or virtual) led or directed by the Town Manager, or a designee.
- Core Topics: Training will cover town governance, Sunshine/Open Meetings laws, public records basics, ethics, conflicts of interest, and meeting decorum.
- Documentation: Compliance will be tracked via sign-in sheets or annual electronic acknowledgment forms maintained by the Town Clerk.

**Action Requested:** To approve the Committee Training Guidelines Policy (POL-GG-2026-1), based on the recommendation of the Special Committee for Policies & Procedures.

**Information Attached:**  
[Committee Training Guidelines Policy](#)  
[SCPP Minutes 04.17.26](#)







New members shall receive an orientation within 60 days of appointment, which may consist of attending the next scheduled training session and/or reviewing written materials provided by staff. Completion of annual training shall be documented by attendance records and/or signed acknowledgment forms maintained by the Town Clerk or designee. All committee training shall be conducted by the Town Manager or designee.

### **1. Training Objectives**

By the end of annual training, committee members should be able to:

- Explain their **role**: advisory versus decision-making, how they fit under the Town Council and Town Manager.
- Understand open meetings and public records basics (Sunshine Law concepts, email and text use, social media cautions).
- Recognize and avoid conflicts of interest and ex parte communications.
- Follow meeting procedures and decorum expectations.
- Read basic Town budget and project information relevant to their committee.

### **2. Recommended Annual Training Topics**

- **Town Governance Overview**
  - Form of government (Council–Manager), roles of Town Council, Town Manager, Town Attorney, and staff.
  - How committees support Council decisions (advisory role, no independent authority).
- **Sunshine / Open Meetings Basics**
  - All discussions about committee business must occur in noticed meetings.
  - No “off-the-record” deliberations by email, text, phone, or small group meet-ups.
  - Agenda, minutes, and public participation basics.
- **Public Records Basics**
  - What counts as a public record (emails, texts, notes, social media messages about committee business).



- Using Town email when possible; how to respond if they receive a records request (refer to staff).
- **Ethics and Conflicts of Interest**
  - Obligation to disclose conflicts where they or close family have a financial interest.
  - Process for recusal and how to handle advocacy by employers or organizations they're involved with.
  - Prohibition on using position for personal gain.
- **Meeting Procedures and Decorum**
  - How agendas are created, how items move from staff to committee to Council.
  - Basics of motions, seconds, amendments, and voting (even if informally).
  - Expectations for respectful dialogue and public comment.
- **Committee-Specific Content**
  - For budget-related groups: a short overview of key funds, the annual budget calendar, and what kind of input is most useful.
  - For others: relevant ordinances, plans, or policies they routinely advise on.

### 3. Training Format and Schedule

- **Frequency**
  - One required **annual** training session for all committee/board members.
  - A brief **orientation** session when new members are appointed, plus written orientation packet.
- **Format**
  - 60–90 minute in-person or virtual workshop led by the Town Manager, or designee.
  - Use a slide deck plus a printed (or PDF) “Committee Member Handbook.”
- **Documentation**
  - Sign-in sheet or electronic acknowledgment to document attendance.
  - A simple annual certification form: “I acknowledge I have received and reviewed the Town’s training materials and understand my obligations.”



## 5. Orientation Packet Contents

For each committee member, include:

- One-page summary of their **committee's purpose**, authority, and limitations.
- Copy of relevant ordinance/resolution or Town Manager policy.
- Short Sunshine Law/public records/ethics handout.
- Annual meeting calendar and contact information for staff liaison.
- "What to expect at your first meeting" checklist (materials, order of business, how to make motions, how public comment works).

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Winnette Sandlin  
Mayor of the Town of Orange Park



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**Town of Orange Park**  
**Special Committee for Policies & Procedures**  
**Friday, April 17, 2026**  
**12:00 P.M.**  
**Minutes**

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## **1. CALL TO ORDER**

The meeting was called to order at 12:00 p.m. by Vice-Mayor Winnette Sandlin, Chair of the Special Committee for Policies & Procedures. Other committee member in attendance was Councilman Doug Benefield. Councilman Ken Vogel was absent. Others in attendance included: Town Manager Joe Taylor, Town Attorney Lawsikia Hodges and Town Clerk Courtney Russo.

## **2. APPROVAL OF THE MINUTES**

Councilman Benefield moved for approval of the March 27, 2026 committee meeting minutes. Vice-Mayor Sandlin seconded the motion, which passed 2 to 0.

## **3. OLD BUSINESS- STANDING RULES**

The Town Manager introduced several draft documents for review, including committee training guidelines, a policy for resident agenda item requests, and a proposal for a budget advisory group.

A significant portion of the discussion focused on the structure of the Budget and Finance Committee. Rather than forming a formalized citizen budget committee, which the Town Manager noted could be difficult for residents due to the complexity of governmental budgeting, the committee decided to move toward a "listening session" or "budget outreach" model. Under this new plan, the formal Budget and Finance Committee will be restricted to Town Council members only. To ensure transparency and public involvement, the Town will host informal listening sessions in various neighborhoods, such as local schools or parks, to gather resident input on budget priorities before the final adoption.

The committee also addressed administrative procedures, including a \$25,000 spending cap and the tracking of internal labor costs for budgeted projects like sidewalk maintenance. Additionally, a proposed policy regarding resident requests for agenda items was discussed but ultimately set aside. Legal concerns were raised about the difficulty of fairly determining which resident-suggested topics would be "appropriate" for a formal agenda, leading the committee to conclude that the existing public comment section remains the best avenue for resident participation.

Finally, Councilman Benefield moved to revise the standing rules to restructure the Budget and Finance Committee to be comprised exclusively of council members, effectively removing citizen members from the formal voting block. In place of the previous structure, the town will incorporate "listening sessions" or town hall-style meetings at various locations to be determined, allowing for more inclusive citizen input on the budget prior to its final adoption by the council. Regarding the implementation timeline, the motion specified that while the majority of the standing rules will become effective on October 1, 2026, the specific changes to the committee structure will not take effect until January 1, 2027. This distinction was made to allow sufficient time for recruitment and

April 17, 2026

the updating of application forms under the new guidelines. Vice-Mayor Sandlin seconded the motion, which passed 2 to 0.

Vice-Mayor Sandlin made a motion to finalize the draft committee training guidelines with specific minor revisions. These changes include adding language to the front of the document specifying that the training will be conducted or directed by the town manager or designee. Following these tweaks, the committee moved to recommend the guidelines for inclusion on a future Town Council agenda. Councilman Benefield seconded the motion, which passed 2 to 0.

#### **4. ADJOURNMENT**

Vice-Mayor Sandlin adjourned the meeting at 1:14 p.m.



## Town of Orange Park Agenda Memorandum

To: Town Council  
Agenda Date: June 23, 2026  
Submitting Department: Legislative

**Item Title:** Appointment of Member to Seat 2 on the Environmental Quality Board

**Check one:**

Consent Agenda

Regular Agenda

**Financial Impact if Applicable:** N/A

**Background Information:** Mayor Sandlin is recommending the reappointment of John Jordan to Seat 2 on the Environmental Quality Board.

**Action Requested:** Motion to reappoint John Jordan to Seat 2 on the Environmental Quality Board.

**Information Attached:**

[John Jordan Application](#)



**Name**

John Jordan

**Address**

1123 Morgan Cir E  
 ORANGE PARK  
 United States  
[Map It](#)

**Phone**

(904) 993-2690

**Email**[jordjb@gmail.com](mailto:jordjb@gmail.com)**Resident of the Town?**

Yes

**Registered Voter in the Town?**

Yes

**What Board or Committee are you Interested in?**

Environmental Quality Board-Seat 2

**Professional Experience**

Company	Position
Crisis Management Associates, LLC	Managing
US Army	Colonel

**Education**

School	Degree
Florida Southern College	MBA
Geneva Center for Security Policy	Certificate in International Security P
US Army Command and General Staff College	Masters of Military Arts sand Science
University of Florida	BA

**Volunteer, Civic, Professional & Other Activities**

Organization	Position
Planning and Zoning Board - TOP	Vice Chair for 1 y

**Reasons for Serving**

Long Time Town Resident and native of NE Florida. Personal knowledge of landscaping, irrigation and associated fields. BA in Physical Geography.

I have a strong desire to serve the town of Orange Park, my home town.

**Miscellaneous**

NA