



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
December 20, 2022 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Greg Davied ____ Tyler Dehn ____ Emily Hamburg ____
Justin Smith ____ John Welch ____

III. OPENING PRAYER: Father Michael Schemm

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. Approval of Minutes of the December 6, 2022 City Council meeting.

B. Approval of a 2023 Limited Retailer Cereal Malt Beverage License for Dollar General, located at 45th and Woodlawn.

Action: Motion to (approve / table / deny) the Consent Agenda as (listed / amended) and authorize the Mayor to sign.

Motion ____ Second ____ Vote ____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 22-23 in the amount of \$291,012.33.

Action: Motion to (approve / deny / table) Appropriations Ordinance 22-23.

Motion ____ Second ____ Vote ____

VIII. CITY REQUESTED APPEARANCES

A. Gary O'Neal, Bel Aire Chamber of Commerce President

IX. CITIZEN CONCERNS: *If you wish to speak, please fill out a "Request to Speak" card at the podium and give it to the City Clerk before the meeting begins. When you are called on by the Mayor, please go to the podium, speak into the microphone, and state your name and address before giving your comments. Please limit your comments to 3 minutes in the interest of time. If more time is needed, you may request an extension from the Mayor.*

X. REPORTS

- A. Council Member Reports**
- B. Mayor's Report**
- C. City Attorney Report**
- D. City Manager Report**

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of the Mayor's appointment of Antonio Kitt to Seat 4 on the Utility Advisory Committee. The term will expire on August 1, 2025.

Action: Motion to (confirm/ deny / table) the Mayor's appointment of Antonio Kitt to the Utility Advisory Committee.

Motion _____ Second _____ Vote _____

B. Consideration of the Mayor's appointment of Carolyn Gunzelman, Judy Schroeder, Mark Schroeder, Lisa Bellecci, Connie White, and Leon "Butch" Amey to the Aurora Park Gravel Roads Task Force.

Action: Motion to (confirm/ deny / table) the Mayor's appointment of Carolyn Gunzelman, Judy Schroeder, Mark Schroeder, Lisa Bellecci, Connie White, and Leon "Butch" Amey to the Aurora Park Gravel Roads Task Force.

Motion _____ Second _____ Vote _____

C. Consideration of the 2023 Agreement For Senior Centers By And Between Sedgwick County, Kansas And City Of Bel Aire.

Action: Motion to (approve / deny / table) the 2023 Agreement For Senior Centers By And Between Sedgwick County, Kansas And City Of Bel Aire, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration of a resolution declaring the official boundaries of the City of Bel Aire as of December 20, 2022 and repealing and replacing all previously adopted boundary declarations of the City of Bel Aire.

Action: Motion to (approve / deny / table) a resolution declaring the official boundaries of the City of Bel Aire as of December 20, 2022 and repealing and replacing all previously adopted boundary declarations of the City of Bel Aire, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

E. Consideration of approving a contract with Axon Enterprises, Inc. for In-Car Cameras and Storage System for the Police Department.

Action: Motion to (approve / deny / table) a 60-month contract with Axon Enterprises, Inc. for in-car camera systems and cloud storage, in the amount of \$14,307.36 per year.

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

Action: Motion to go into executive session for the sole purpose of discussion the subject of: Attorney-Client consultation regarding contractual obligations pursuant to the KSA 75-4319 exception for attorney-client privilege. Invite the City Manager, the City Attorney and Jennifer Hill. The meeting will be for a period of (__) minutes, and the open meeting will resume in City Council Chambers at (_____) PM.

Motion _____ Second _____ Vote _____

XIII. DISCUSSION AND FUTURE ISSUES

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments

- A.** Planning and Zoning Staff report, November 2022
- B.** Recreation Activities - November 2022
- C.** Utility Advisory Committee Minutes, October 2022
- D.** LKM Save the Date
- E.** Manager's Report - December 20, 2022

Notice

It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the Council Chambers or the lobby of City Hall. No one is excluded from these areas during these times. Rebroadcasts of this meeting can be streamed on YouTube and at www.belaireks.gov. Please make sure all cell phones and other electronics are turned off and put away.



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
December 6, 2022 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage called the meeting to order at 7:00 p.m.

II. ROLL CALL

Present were Greg Davied, Tyler Dehn, Justin Smith, and John Welch. Emily Hamburg was absent.

Also present were City Manager Ty Lasher, City Attorney Jacqueline Kelly, Assistant City Manager / Director of Finance Ted Henry, City Engineer Anne Stephens, Director of Community Development Jay Cook, Director of Recreation Brian Hayes, and City Clerk Melissa Krehbiel.

III. OPENING PRAYER: Mark Posson provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS

Mayor Benage added Item I and Item J to the agenda.

VI. CONSENT AGENDA

A. Approval of Minutes of the November 15, 2022 City Council meeting.

MOTION: Councilmember Smith moved to approve the Consent Agenda as listed and authorize the Mayor to sign. Councilmember Welch seconded the motion. ***Motion carried 4-0.***

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 22-22 in the amount of \$2,017,217.42.

MOTION: Councilmember Davied moved to approve Appropriations Ordinance 22-22. Councilmember Smith seconded the motion. ***Motion carried 4-0.***

VIII. CITY REQUESTED APPEARANCES: There were none.

IX. PUBLIC HEARING

- A. **2022 Budget Amendment** - *The purpose of this public hearing is to hear the concerns of taxpayers and other interested parties relating to the proposed amended use of funds.*

No one spoke.

MOTION: Councilmember Welch moved to close the public hearing. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

X. CITIZEN CONCERNS

Rebecca Armstrong, 4306 N Rushwood, spoke regarding concerns about construction in Bel Aire and the environment. She is concerned that there are not enough green spaces, parks, and sidewalks in Bel Aire. She urged the Council to conserve natural areas and consider more environmentally friendly practices.

XI. REPORTS

A. Council Member Reports

Councilmember Dehn reported that he attended the Kansas Business Roundtable at WSU and the Bel Aire Chamber Holiday Mixer. He also served on the selection committee for the Design Engineer for the 45th Street Project.

Councilmember Davied reported he attended the most recent meeting of the CCUA, two recent Bel Aire Chamber of Commerce events, and served on the selection interviews for the Design Engineer for 45th Street.

Councilmember Smith briefly reported on the latest meeting of the CCUA.

Councilmember Welch thanked the Bel Aire Lions Club for their help with the annual Christmas Open House last Saturday at City Hall.

B. Mayor's Report

Mayor Benage briefly reported on several recent meetings and events he attended: the Bel Aire Christmas Open House, the monthly CCUA meeting, the KDOT meeting for the K-254 Corridor Management Plan, the grand opening of Bel Aire Recovery Center outpatient facility, and the Kansas Water Summit in McPherson. He noted that Pearl Harbor Day is on December 7th and encouraged residents to commemorate the historic event by flying the American flag.

C. City Attorney Report

City Attorney Kelly briefly reported on regulations regarding the public comment period during City meetings. She also briefly reported on the background of Item B on the agenda tonight and the upcoming legislative priorities discussions that Council may have in 2023.

D. City Manager Report – No report was given.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of a 2022 Budget Amendment.

MOTION: Councilmember Smith moved to approve a 2022 Budget Amendment as presented. Councilmember Welch seconded the motion. *Motion carried 4-0.*

B. Consideration Of An Ordinance Amending Winkley Addition C-2 Commercial PUD To Reduce Building Setbacks, Remove Certain Screening Requirements And Add A Fuel Tank Storage Area Within The C-2 PUD Overlay On Certain Property Located Within The Corporate City Limits Of Bel Aire, Kansas.

MOTION: Councilmember Smith moved to accept An Ordinance Amending Winkley Addition C-2 Commercial PUD To Reduce Building Setbacks, Remove Certain Screening Requirements And Add A Fuel Tank Storage Area Within The C-2 PUD Overlay On Certain Property Located Within The Corporate City Limits Of Bel Aire, Kansas And Authorize The Mayor To Sign. Councilmember Dehn seconded the motion.

Roll Call Vote:

Greg Davied – Aye	Tyler Dehn – Aye	Emily Hamburg – [Absent]
Justin Smith– Aye	John Welch – Nay	Mayor Jim Benage – Aye

Motion carried 4-1, with Councilmember Welch voting against the motion.

C. Consideration of a accepting a proposal for a Master Plan for Bel Aire Recreation Complex, Bel Aire Park, and Central Park. Three proposals were received:

Landworks Studio	\$19,210
Mid-Kansas Engineering Consultants	\$40,000
Landworx Engineering	\$52,400

MOTION: Councilmember Davied moved to accept the Proposal from Landworks Studio in the amount not to exceed \$19,210 and authorize the Mayor to sign all related documents. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

D. Consideration of a quote for sidewalk repairs (2022 Sidewalk Repair Program). Three quotes were solicited:

<u>Contractor</u>	<u>Amount</u>
Ruiz Concrete	\$12,608
Rochel Concrete	\$22,825
Barkley Concrete	No Return

MOTION: Councilmember Smith moved to approve a quote from Ruiz Concrete in the amount not to exceed \$12,608 for sidewalk repairs (2022 Sidewalk Repair Program) and authorize the City Manager to sign all related documents. Councilmember Welch seconded the motion. *Motion carried 4-0.*

E. Consideration of a quote for a new vehicle (Ford F-150 Crew Cab truck) for use by the building inspector. Three quotes were received:

<u>Dealership</u>	<u>Price</u>	<u>Estimated Delivery</u>
Rusty Eck Ford	\$44,865	March 2023
TCS	\$48,362	March 2023
Mel Hambleton Ford	\$46,315	Unknown until ordered

MOTION: Councilmember Welch moved to accept the quote from Rusty Eck Ford in the amount not to exceed \$44,865 for a Ford F-150 Crew Cab truck and authorize the City Manager to sign all related documents. Councilmember Dehn seconded the motion. ***Motion carried 4-0.***

F. Consideration of accepting the recommendation of the Selection Committee to use Garver as the Design Engineer for 45th Street from Oliver to Woodlawn.

MOTION: Councilmember Welch moved to accept the Selection Committee's recommendation of Garver as the Design Engineer for 45th Street from Oliver to Woodlawn and authorize staff to negotiate the project's scope and fee, with the final contract approval decision coming before Council at a later meeting. Councilmember Smith seconded the motion. ***Motion carried 4-0.***

G. Consideration of accepting a bid for Skyview 2nd Paving Improvements. Three bids were received:

<u>Contractor</u>	
<i>Engineering Estimate</i>	\$336,070.00
Andale	\$361,000.00
Kansas Paving	\$295,294.70
Prado	\$343,120.00

MOTION: Councilmember Smith moved to accept the bid from Kansas Paving in the amount not to exceed \$295,294.70 for the Skyview 2nd Paving Improvements and authorize the Mayor to sign all related documents. Councilmember Welch seconded the motion. ***Motion carried 4-0.***

H. Consideration of accepting a bid for Homestead Senior Landing Water Main. Three bids were received:

<i>Engineer's Estimate</i>	\$245,215.00
Dondlinger	\$254,384.50
Mies	\$239,535.00
Nowak	\$281,814.00

MOTION: Councilmember Dehn moved to accept the bid from Mies in the amount of \$239,535.00 for the Homestead Senior Landing Water Main and authorize the Mayor to sign all related documents. Councilmember Davied seconded the motion. ***Motion carried 4-0.***

I. Consideration of appointing the Council President for 2023

MOTION: Councilmember Welch moved to approve Justin Smith as Council President for 2023. Councilmember Davied seconded the motion. *Motion carried 4-0.*

J. Consideration of reappointing Jim Benage and Justin Smith as board members of the Chisholm Creek Utility Authority for two-year terms ending December 3, 2024 and appointing Ken Lee and Emily Hamburg to a two -year term as alternates to the Chisholm Creek Utility Authority. Terms will begin immediately.

MOTION: Councilmember Welch moved to appoint Jim Benage and Justin Smith as regular members of the Chisholm Creek Utility Authority board, with Ken Lee and Emily Hamburg as two-year alternates, their terms all expiring on December 3, 2024. Councilmember Davied seconded the motion. *Motion carried 4-0.*

MOTION FOR RECESS: Councilmember Smith moved to take a five-minute recess with the meeting resuming at 8:11 p.m. Councilmember Welch seconded the motion. *Motion carried 4-0.*

Following the recess, Mayor Benage called the meeting to back to order at 8:11 p.m.

XIII. EXECUTIVE SESSION

MOTION: Councilmember Smith moved to go into executive session for the sole purpose of discussion the subject of: Attorney-Client consultation regarding contractual obligations pursuant to the KSA 75-4319 exception for attorney-client privilege. Invite the City Manager and the City Attorney, Brian Meier, David Naumann via online meeting, Sarah Lothman via online meeting, and Jennifer Hill. The meeting will be for a period of 45 minutes, and the open meeting will resume in City Council Chambers at 8:57 p.m. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

The Council then held an executive session. At 8:57 p.m., the Council returned to the Council Chambers. Mayor Benage stated that no binding action had been taken and called the meeting back to order in open session.

MOTION: Councilmember Smith moved to extend the executive session for a period of 30 minutes, with the open meeting to resume in Council Chambers at 9:28 p.m. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

The Council then returned to executive session. At 9:31 p.m., the Council returned to the Council Chambers. Mayor Benage stated that no binding action had been taken and called the meeting back to order in open session.

XIV. DISCUSSION AND FUTURE ISSUES

A. Workshop – December 13

The Council briefly discussed the agenda and time for the next workshop. There was general agreement to hold the workshop at 7:00 p.m. on December 13, 2022.

XV. ADJOURNMENT

MOTION: Councilmember Welch moved to adjourn. Councilmember Davied seconded the motion. *Motion carried 4-0.*

City of Bel Aire, Kansas

STAFF REPORT

DATE: December 19, 2022

TO: Governing Body

FROM: City Clerk/City Attorney

RE: CMB License Application



BACKGROUND: Dollar General located at the former Family Video location has applied for license renewal for selling Cereal Malt Beverage in original and unopened containers. The code requires the Governing Body to annually review each licensee based on contact updates compliance with their current license. All the requirements have been confirmed or attested to by the applicant's certification. Dollar General has held a license in Bel Aire since 2020. Staff reports no opposition from a health and safety perspective, based on available information.

DISCUSSION:

Based on the reports from staff and the certification of the applicant the following State and local requirements were met:

- ☐ Annual license fee (set by State of Kansas) of \$50 for Limited Retailers– *Paid By DG Retail 12-13-2022*
- ☐ \$25 stamp fee (set by State of Kansas) – *Paid By DG Retail 12-13-2022*
- ☐ Background Checks for store manager and LLC officer did not show any preceding felonies for crimes involving moral turpitude, drunkenness, DUI or other intoxicating liquor violations
- ☐ Statement from police department regarding results of records check on applicants – *Chief Atteberry provided this statement on 12-19-2022.*
- ☐ Certification from City health officer certifying premise has been inspected and complies with health code and other applicable Code sections. - *The Community Development department reports that Dollar General is compliant with all applicable building codes, 12-14-2022.*
- ☐ Certification from Sedgwick County Fire Marshall certifying premise complies with applicable city fire code. - *Sedgwick County Fire Marshall reports Dollar General is compliant. 12-14-2022.*
- ☐ State of Kansas CMB Licensing Form – *Completed 12-14-2022*
- ☐ DG Retail LLC and store manager certified US citizenship status.
- ☐ No information presented to show LLC or store manager having poor character.

RECOMMENDATION:

Approve the proposed renewal as described.



BEL AIRE POLICE DEPARTMENT • CHIEF DARRELL G. ATTEBERRY

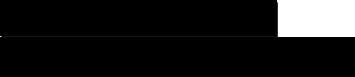
December 19, 2022

Melissa Krehbiel
City Clerk
City of Bel Aire, Kansas

The Bel Aire Police Department, working with other City staff were requested to seek background checks for two individuals who are seeking to CMB licensure for Dollar General at 4554 N. Woodlawn in Bel Aire, Kansas.

The persons requesting licensure are:

Emily C. Taylor



Joseph Khalaf

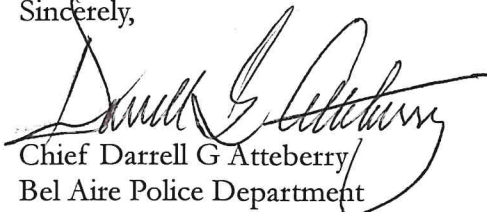


The background checks were conducted in an effort to determine if there were disqualifiers for the individuals. One check was conducted through the Kansas Bureau of Investigation for both applicants. Nothing was found. A second check was conducted through the Tennessee Bureau of Investigation for Emily C. Taylor. Nothing was found in that search.

No disqualifiers of Bel Aire City Code, Chapter 4 regarding Intoxicating Liquors and Beverages were located for Joseph Khalaf in the Kansas records search or for Emily C. Taylor in either the Kansas or Tennessee records checks.

As no disqualifiers of Bel Aire City Code, Chapter 4 regarding Intoxicating Liquors and Beverages were found in the background checks, I recommend approval of the CMB License for the Dollar General at 4554 N. Woodlawn in Bel Aire, Kansas.

Sincerely,


Chief Darrell G. Atteberry
Bel Aire Police Department

Jan-Dec
12/31/23**CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

21238

☒ City or ☐ County of BEL AIRE 7651 E CENTRAL PARK AVE BEL AIRE, KS 67226
SECTION 1 – LICENSE TYPECheck One: ☐ New License ☒ Renew License ☐ Special Event Permit

Check One:

☐ License to sell cereal malt beverages for consumption on the premises.☒ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.**SECTION 2 – APPLICANT INFORMATION**

Kansas Sales Tax Registration Number (required):

I have registered as an Alcohol Dealer with the TTB. ☒ Yes (required for new application)

Name of Corporation <u>DG Retail, LLC</u>		FEIN [REDACTED]	
Corporation Street Address <u>100 Mission Ridge</u>		Corporation City <u>Goodlettsville</u>	State <u>TN</u>
Date of Incorporation <u>7/15/2005</u>		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name [REDACTED]		Phone No. [REDACTED]	
Residence Street Address		City <u>JUNCTION CITY KS</u>	State <u>66441-2037</u>

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <u>Dollar General Store #21238</u>		Name <u>Dollar General Store #21238</u>	
Business Location Address <u>4554 N WOODLAWN AVE</u>		Address <u>100 Mission Ridge Attn: Tax Dept</u>	
City <u>BEL AIRE</u>	State <u>KS</u>	City <u>Goodlettsville</u>	State <u>TN</u>
Zip <u>67220-</u>		Zip <u>37072</u>	
Email Address(s) Please separate values with a comma. <u>tax-beerandwinelicense@dollargeneral.com</u>			
Business Phone No. <u>3163618905</u>		<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) <u>Family Video Movie Club Inc.</u>			

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name <u>No person owns 25% or more of stock</u>		Position		Date of Birth
Residence Street Address		City	State	Zip Code
Spouse Name		Position		Date of Birth
Residence Street Address		City	State	Zip Code
Name <u>Emily Taylor</u>		Position <u>Chief Executive Officer</u>		Date of Birth [REDACTED]
Residence Street Address [REDACTED]		City [REDACTED]	State <u>TN</u>	Zip Code <u>37215</u>
Spouse Name <u>MA</u>		Position <u>MA</u>		Age
Residence Street Address		City	State	Zip Code
Name		Position		Date of Birth
Residence Street Address		City	State	Zip Code
Spouse Name		Position		Age
Residence Street Address		City	State	Zip Code

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)

Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
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Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATIONMy place of business or special event will be conducted by a manager or agent. ☒ Yes ☐ No

If yes, provide the following:

Manager/Agent Name FORAT (JOSEPH) KHALAF	Phone No. [REDACTED]	Date of Birth [REDACTED]
Residence Street Address [REDACTED]	City and State JUNCTION CITY KS	Zip Code 66441-2037

Manager or Agent Spousal Information*

Spouse Name	Phone No.	Date of Birth
Residence Street Address	City and State	Zip Code

SECTION 6 – QUALIFICATIONS FOR LICENSURE

Applies to each partner or member of a firm or association AND their spouses*. Enter lowest residency length number**.

Are all persons identified in Sections 4 & 5 Citizens of the United States*? ☒ Yes ☐ NoIs the person identified in Section 5 currently a resident of Kansas*? ☒ Yes ☐ NoAll persons identified in Sections 4 & 5 are at least 21 years old*? ☒ Yes ☐ No

All persons in Sections 4 & 5 have been a Kansas resident for at least _____ years prior to submitting this application.**

Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*:

(1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law?

☐ Yes ☒ No

Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?

☐ Yes ☒ No

Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license?

☐ Yes ☒ No

SECTION 7 – DURATION OF SPECIAL EVENT

Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: ☒ 8 ½" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE Kaitlyn Ramsey DATE 12/14/22

FOR CITY/COUNTY OFFICE USE ONLY:

☒ License Fee Received Amount \$ 50.00 Date 12/13/2022
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

☒ \$25 CMB Stamp Fee Received Date 12/13/2022

☐ Background Investigation

☐ Completed Date _____

☐ Qualified ☐ Disqualified

☒ Verified applicant has registered with the TTB as an Alcohol Dealer

☐ New License Approved

Valid From Date _____ to _____ By: _____

☐ License Renewed

Valid From Date _____ to _____ By: _____

☐ Special Event Permit Approved

Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

DOLLAR GENERAL

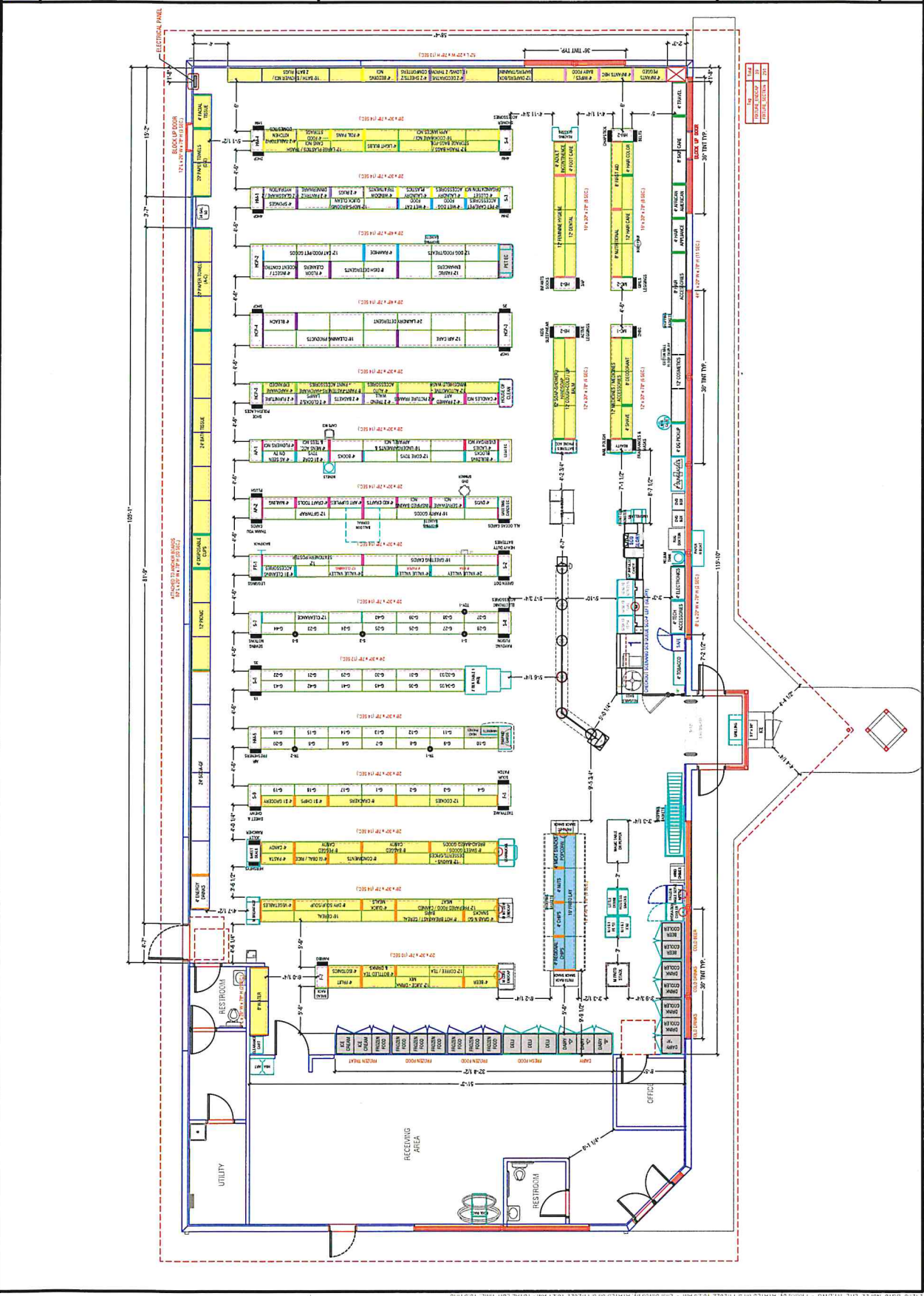
DRAWING HISTORY
DATE: 02/25/22 BY: CDD
DATE: 03/11/22 BY: AJY

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- [2]
- [3]
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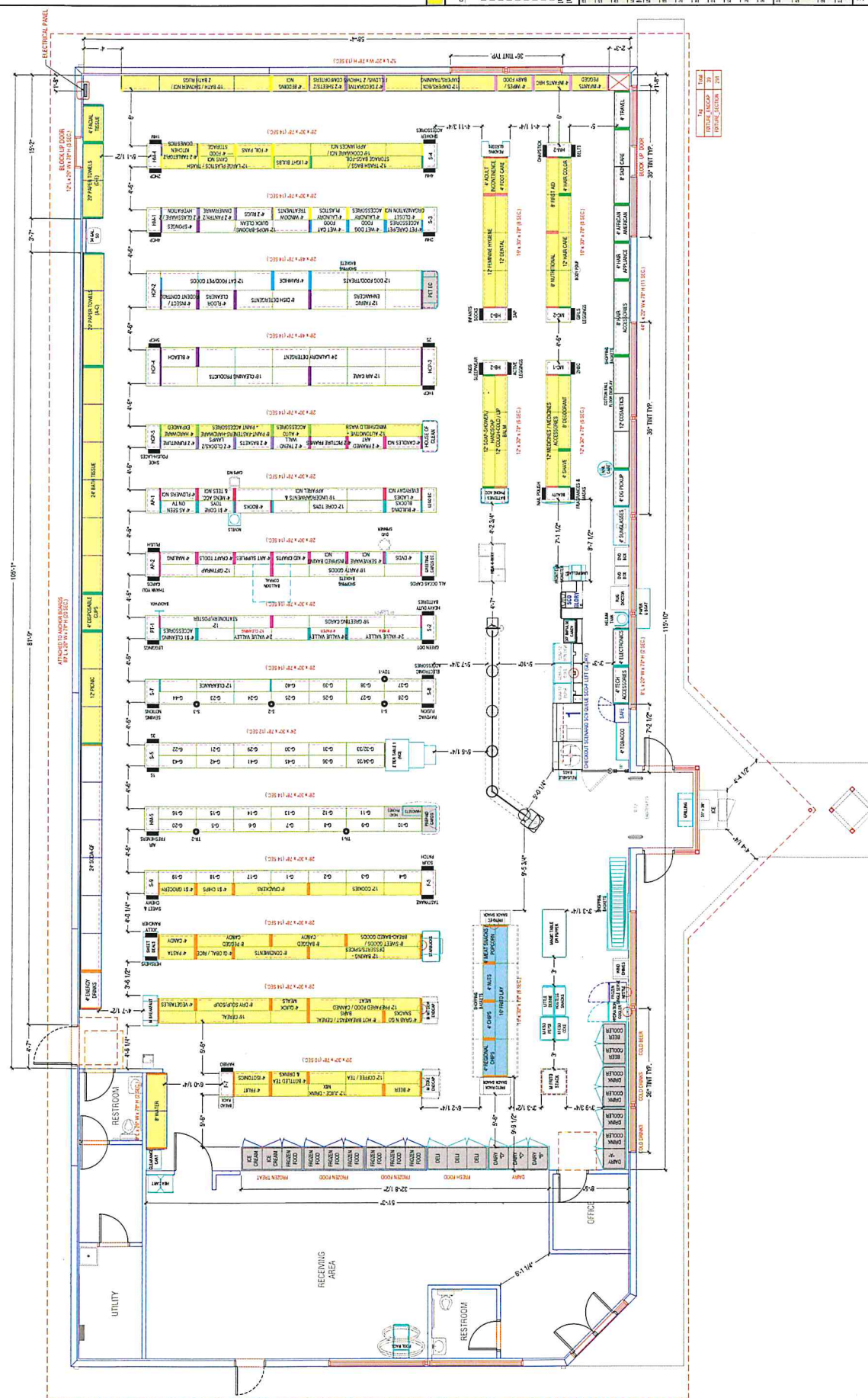
PROJECT TYPE INITIATIVE
FORMAT TYPE DG18
PLAN TYPE CONV
LAYOUT TYPE LAYOUT TYPE DETAIL
NCI NCI-22 LITE
LP REVISIONS STANDARD ENHANCED
EXPIRATION DATE 04/04/22
SALES FLOOR SQ. FT. 6,680
WAREHOUSE SQ. FT. 8,276
TOTAL SQ. FT. 14,956
CEILING HEIGHT 10'-6"
LIGHT HEIGHT N/A
SEASONAL SECTIONS 43
SECTION COUNT 291
ENDCAP COUNT 40

STORE NUMBER 21238
ADDRESS 4554 N WOODLAWN AVE
CITY BEL AIR
STATE KS
ZIP 67220
STORE PLANNING HQ (615) 855-538

Section VI, Item B.



4554 N WOOD
BEL AIR
WKS | 67
STORE PLAT
(615)

[illegible]

DOLLAR GENERAL

DRAWING HISTORY

DATE: 02/25/22 BY: CDD

DATE: 03/11/22 BY: AJY

- [1]
- [2]
- [3]
- [4]
- [5]
- [6]
- [7]
- [8]
- [9]
- [10]
- [11]

PROJECT TYPE: INITIATIVE

FORMAT TYPE: DG18

PLAN TYPE: CONV

LAYOUT TYPE DETAIL: NCI

LP DESIGNATION: NCI-22 LITE

STANDARD ENHANCED

FIGURE DATE: 04/04/22

SALES FLOOR SQ. FT.: 6,680

WAREHOUSE SQ. FT.: 8,276

CEILING HEIGHT: 10'-6"

LIGHT HEIGHT: N/A

SEASONAL SECTIONS: 43

SECTION COUNT: 291

ENDCAP COUNT: 40

STORE NUMBER: 21238

ADDRESS: 4554 N WOODLAWN AVE

CITY: BEL AIR

STATE: KS

ZIP: 67220

STORE PLANNING H

(615) 855-538

Section VI, Item B.



NOTES:

NOTE: INSTALLATION OF ALL DECOR SIGNAGE HANDLED BY STORE OPENING TEAM.

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AP ORD 22-23

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
ALLISON PERRY	RESTITUTION PYT		100.00	68625	12/06/22
AMAZON CAPITAL SERVICES, INC	EQUIPMENT/SUPPLIES/PD UNIFORM EXP		952.33	1281296	12/05/22
ANGIE MCDANIEL	POOL RENTAL REFUND 06/07/2022		130.00	68626	12/06/22
STRUNK PUBLISHING, LLC	BREEZE AD;LEGAL PUBLICATIONS		616.48	68627	12/06/22
NATHAN W BRAINARD	YOUTH SPORTS OFFICIAL		150.00	68628	12/06/22
CHENEY DOOR COMPANY, INC	PW GATE SERVICE		362.78	68629	12/06/22
CINTAS CORPORATION	PD MAT RENTALS		578.13	1281299	12/05/22
CINTAS CORPORATION NO. 2	PW:RESTOCK FIRST AID	46.75		1281297	12/05/22
CINTAS CORPORATION NO. 2	PD:RESTOCK FIRST AID	144.00	190.75	1281298	12/05/22
CORNEJO & SONS, LLC	REC INFIELD SHALE		1,748.89	68631	12/06/22
WICHITA WATER CONDITIONING, INC	WATER SERVICE		37.55	1281305	12/05/22
DELTA DENTAL PLAN of KANSAS	12/22 MONTHLY PREMIUM		2,100.02	68633	12/06/22
ECITY TRANSACTIONS, LLC	11/22 ONLINE PYT SERVICE		270.00	68635	12/06/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	23.93		1281314	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	24.40		1281315	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	23.87		1281316	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	339.96		1281319	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	25.40		1281320	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	26.88		1281324	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	40.29		1281330	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	26.63		1281331	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	24.66	556.02	1281332	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS	1,234.52		1281211	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS	100.86	1,335.38	1281310	12/05/22
EXPERT AUTO CENTER	BUCKET TRUCK RADIATOR REP		880.24	68637	12/06/22
BRIDGESTONE AMERICAS, INC	PD:FLEET MAINTENANCE		97.45	68638	12/06/22
ARMONDO FLEMING	TAI CHI INSTRUCTOR		135.00	68639	12/06/22
GALLS, LLC	BODY ARMOUR x3,PD UNIFORMS		4,440.54	68641	12/06/22
GILMORE & BELL	ANNUAL REPORT		1,000.00	68643	12/06/22
THEODORE HENRY	KSGFOA MILEAGE		79.20	68644	12/06/22
MARTY A HESS	YOGA INSTRUCTOR		135.00	68645	12/06/22
THE IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN JAN #04		833.00	1281333	12/05/22
IMAGINE IT INC	GWOKS EMAIL SUPPORT	559.30		1281334	12/02/22
IMAGINE IT INC	OFFICE 365 MONTHLY DEC'22	802.20	1,361.50	1281335	12/02/22
LEAGUE OF KS MUNICIPALITIES	PUBLICATIONS		90.00	68648	12/06/22
SPORTS ENGINE	COACH BACKGROUND CHECKS		70.00	68652	12/06/22
O'REILLY AUTOMOTIVE, INC	FLEET SUPPLIES		621.64	1281336	12/05/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE		207.26	1281337	12/02/22
QUILL	OFFICE SUPPLIES		21.57	1281339	12/05/22
SEDGWICK CO DEPT OF FINANCE	11/22 PRISONER HOUSING FEES		2,077.53	68653	12/06/22
SEDGWICK COUNTY TREASURER	2022 1ST HALF SPECIALS		76,368.86	68624	12/06/22
SUMNER GROUP INC	COPIERS CONTRACTS/SUPPLIES		287.80	68654	12/06/22
SUPERIOR RUBBER STAMP & SEAL	LF STAMPS:PZ		59.00	68655	12/06/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		366.04	1281340	12/02/22
LEATHAM FAMILY, LLC	PD BADGES,CASES		321.75	68656	12/06/22
TREE TOP NURSERY & LANDSCAPE	CONTRACT MOWING		456.55	68657	12/06/22
VERIZON	CELL PHONE SVC		1,596.91	1281341	12/05/22
VISION ALLIANCE MARKETING,LLC	11/22 COURT SERVICES OFFICER		400.00	68659	12/06/22
TERESA WADE	TAEKWONDO INSTRUCTOR		160.00	68660	12/06/22
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC		593.75	68661	12/06/22

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VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
01 GENERAL TOTAL			101,788.92		
WATER UTILITY					
AMAZON CAPITAL SERVICES, INC	PHONE CASES/CHARGERS		83.72	1281296	12/05/22
CHENEY DOOR COMPANY, INC	PW GATE SERVICE		362.79	68629	12/06/22
CINTAS CORPORATION	PW MAINT SHOP TOWELS		36.82	1281299	12/05/22
CINTAS CORPORATION NO. 2	PW:RESTOCK FIRST AID		46.75	1281297	12/05/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	2,336.68		1281300	12/05/22
CORE & MAIN LP	FLAGS	447.10		1281301	12/05/22
CORE & MAIN LP	METER SETTERS x12	3,000.00		1281302	12/05/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	1,548.97		1281303	12/05/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	901.62		1281304	12/05/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	994.56	9,228.93	1281342	12/05/22
DELTA DENTAL PLAN of KANSAS	12/22 MONTHLY PREMIUM		279.54	68633	12/06/22
ECITY TRANSACTIONS, LLC	11/22 ONLINE PYT SERVICE		90.00	68635	12/06/22
ENVIRONMENTAL SYSTEMS RESERACH	GIS SOFTWARE RENEWAL		350.00	68636	12/06/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS		179.55	1281312	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS	84.17		1281211	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS	121.03	205.20	1281310	12/05/22
KANSAS ONE-CALL SYSTEM, INC.	LOCATE FEES:606 FOR 11/22		363.60	68646	12/06/22
MCDONALD TINKER PA	LEGAL:NEW CUA AGREEMENT		201.25	68649	12/06/22
MIDWEST TRUCK EQUIPMENT INC	PW TRUCK LIGHTS		491.40	68650	12/06/22
MIKE JOHNSON SALES, INC.	UB BILLSx33,000,ENVELx30,000		1,408.55	68651	12/06/22
O'REILLY AUTOMOTIVE, INC	PW 2015 F250 COOLANT HOSE		63.99	1281336	12/05/22
QUILL	OFFICE SUPPLIES		35.09	1281339	12/05/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		62.08	1281340	12/02/22
VERIZON	CELL PHONE SVC		45.80	1281341	12/05/22
02 WATER UTILITY TOTAL			13,535.06		
SEWER UTILITY					
CHENEY DOOR COMPANY, INC	PW GATE SERVICE		362.79	68629	12/06/22
CINTAS CORPORATION	PW MAINT SHOP TOWELS		36.82	1281299	12/05/22
CINTAS CORPORATION NO. 2	PW:RESTOCK FIRST AID		46.75	1281297	12/05/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	1,548.97		1281303	12/05/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	901.62	2,450.59	1281304	12/05/22
CUMMINS INC	37TH ST LIFT STAT GENERATOR RP		628.18	68632	12/06/22
DELTA DENTAL PLAN of KANSAS	12/22 MONTHLY PREMIUM		311.64	68633	12/06/22
DITCH WITCH OF WEST TEXAS	FHC ADAPTER		21.22	68634	12/06/22
ECITY TRANSACTIONS, LLC	11/22 ONLINE PYT SERVICE		90.00	68635	12/06/22
ENVIRONMENTAL SYSTEMS RESERACH	GIS SOFTWARE RENEWAL		350.00	68636	12/06/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	305.57		1281325	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	441.18		1281326	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	579.86		1281327	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	71.48		1281328	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	24.37	1,422.46	1281329	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS	84.17		1281211	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS	121.03	205.20	1281310	12/05/22
EXPERT AUTO CENTER	2020 F250 OIL CHANGE		114.98	68637	12/06/22
KANSAS ONE-CALL SYSTEM, INC.	LOCATE FEES:606 FOR 11/22		363.60	68646	12/06/22
MCDONALD TINKER PA	LEGAL:NEW CUA AGREEMENT		201.25	68649	12/06/22
MIKE JOHNSON SALES, INC.	UB BILLSx33,000,ENVELx30,000		1,408.55	68651	12/06/22

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VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		44.00	1281340	12/02/22
VERIZON	CELL PHONE SVC		45.80	1281341	12/05/22

03	SEWER UTILITY TOTAL		8,103.83		
SPECIAL STREET & HIWAY					
CINTAS CORPORATION	PW MAINT SHOP TOWELS		36.82	1281299	12/05/22
CINTAS CORPORATION NO. 2	PW:RESTOCK FIRST AIO		46.76	1281297	12/05/22
DELTA DENTAL PLAN of KANSAS	12/22 MONTHLY PREMIUM		63.54	68633	12/06/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	23.93		1281321	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	30.32		1281322	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS	59.38	113.63	1281323	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING	49.36		1281306	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING	48.28		1281307	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING	80.77		1281308	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING	56.10	234.51	1281309	12/05/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		60.52	1281310	12/05/22
FREMAR CORPORATION	194.11 SALT & SAND		16,926.40	68640	12/06/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		17.23	1281340	12/02/22
VERIZON	CELL PHONE SVC		45.79	1281341	12/05/22

04	SPECIAL STREET & HIWAY TOTAL		17,545.20		
CAPITAL IMPRV RESERVE					
GARVER	47TH ST CEI		1,955.50	68642	12/06/22

05	CAPITAL IMPRV RESERVE TOTAL		1,955.50		
CAPITAL PROJECTS					
KANSAS DEPT OF TRANSPORTATION	RAIL SPUR LOAN PYMNT #88		3,877.06	68647	12/06/22

09	CAPITAL PROJECTS TOTAL		3,877.06		
LAND BANK FUND					
SEDGWICK COUNTY TREASURER	2022 1ST HALF LANDBK SPECIALS		131,443.80	68624	12/06/22

10	LAND BANK FUND TOTAL		131,443.80		
COP & PBC TRUSTEE FUND					
CITY OF WICHITA	FRANCHISE FEES:WILLOWBEND GREY		2,458.88	68630	12/06/22
WILLOWBEND GOLF, INC	REFUND NOVEMBER ASSURANCE FEE		7,761.15	68662	12/06/22

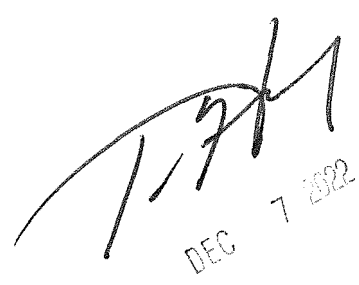
20	COP & PBC TRUSTEE FUND TOTAL		10,220.03		
CAPITAL PROJECTS #2 FUND					
STRUNK PUBLISHING, LLC	R-22-51		251.52	68627	12/06/22

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VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
UNION PACIFIC RAILROAD COMPANY	PRELIM ENG:WOODLAWN XING		2,291.41	68658	12/06/22
	33 CAPITAL PROJECTS #2 FUND TOTAL		2,542.93		
	Accounts Payable Total		291,012.33		
Payroll Checks					

Report Total			291,012.33		


DEC 7 2022

Volunteer Application - Submission #4164

Date Submitted: 11/1/2022

Date

11/1/2022

First Name*

Antonio

Last Name*

Kitt

Address*

City

Bel Aire

State

KS

Zip Code

67226

Phone Number*

Number of years living in Bel Aire*

17

Email Address*

Please mark what events or departments you are interested in volunteering for below.

- ☒ Utility Advisory Committee
- ☒ Tree Board
- ☒ Planning Commission
- ☒ Community Events
- ☐ Senior Center
- ☐ Other

Please provide a brief explanation or attach a letter of why you are interested in volunteering with the City:

To Whom it May Concern,

For years I've wanted to get more involved with what is going in Bel Aire. This will be my way of doing so. Thereby allowing me more of an opportunity to share with others, reasons to live in Bel Aire.

v/r

Mr. A.J. Kitt

Attachment (optional)

 No file chosen

Filling out this form shows that you are interested in volunteering in your community. Staff will be in contact with this form is received to better determine the best way you can serve and also to fill out the volunteer application form. Background check may be required.

AGREEMENT FOR SENIOR CENTERS

by and between:

SEDGWICK COUNTY, KANSAS
and
CITY OF BEL AIRE
Bel Aire Senior Center

This Agreement made and entered into this ____ day of _____, 2022, by and between Sedgwick County, Kansas (“County”) and City of Bel Aire (“Contractor”).

WITNESSETH:

WHEREAS, County wishes to make available certain senior centers to older adult residents of Sedgwick County; and

WHEREAS, County desires to engage Contractor to provide said services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

SECTION 1: SCOPE OF SERVICES

1.1 Purpose and Scope of Work. Contractor shall provide senior centers to eligible Sedgwick County participants, as those participants are defined herein. The parties agree that time is of the essence in Contractor’s performance of this Agreement.

1.2 Term. This Agreement shall be for one (1) year, commencing January 2023 and ending December 31, 2023. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 31, 2023, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2024 and (b) funds are available for the 2024 program year.

SECTION 2: CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants the following:

- a. Any funds provided for services under this Agreement which are unexpended upon termination of this Agreement will be returned to County.
- b. Its records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- c. This Agreement will be evaluated by County in terms of obtaining goals and objectives.

- d. It shall provide written notice to the Director of the Sedgwick County Department on Aging if it is unable to provide the required quantity or quality of services.
- e. It shall submit required eligible participant data reports and demographics reports by the 10th day of the month following each calendar quarter. These quarterly reports will include the following:
 - i. Total **unduplicated membership count** (participant must physically come in to the Center to be counted).
 - ii. Total **duplicated participant count** for each *Baseline, Special Event* and *Educational* activity.
- f. All applicable records will be maintained by Contractor on such forms, as the Director of the Sedgwick County Department on Aging shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Agreement.
- g. To provide the Sedgwick County Department on Aging a copy of its Organizational Chart. This will be submitted at the beginning of the Contract year. Updated copies will submitted promptly if changes occur during the duration of this Agreement.
- h. To provide the Sedgwick County Department on Aging a list of its Board of Directors, which is to include each member's name, address and phone number. This should be submitted at the beginning of the contract year. Updated copies will submitted promptly if changes occur during the duration of this Agreement.
- i. To provide a smoke free building. In the event that Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by County until Contractor is deemed compliant with the requirements of this paragraph.
- j. Attendance is required at the quarterly Senior Center Summit meetings. Notice of the meeting times and places will be provided by the Sedgwick County Department on Aging.
- k. An eligible participant in this program is:
 - i. a resident of Sedgwick County, Kansas; and
 - ii. fifty-five (55) years of age or older.

SECTION 3: COMPENSATION AND BILLING

3.1 **Compensation.** Payments made to Contractor pursuant to the terms of this Agreement shall be on a reimbursement basis of:

Salaries/Benefits	\$18,000.00
TOTAL	\$18,000.00

County and Contractor agree that under no circumstances shall the total compensation paid to Contractor under this Agreement exceed EIGHTEEN THOUSAND DOLLARS (\$18,000.00). This reimbursement shall be the sole compensation rendered to Contractor hereunder.

3.2 Invoicing and Billing. Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 3.1, Contractor shall submit billing for services provided to the County by the 10th day of each month or on a quarterly basis. Payment to Contractor shall be made within 30 days following receipt of Contractor’s billing. Billings submitted after the 10th of the month may be rolled over to the next billing cycle. Line item billings must include documentation to be support the invoice request. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 3.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before December 15, 2023. County will not honor any requests for reimbursement compensation received after this date.

3.3 Non-Supplanting Existing Funds. Grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds and/or funding sources, but will rather be used to increase the amounts of those other funding sources.

3.4 Reprogramming of Funds. In the event the amount of funds County actually receives from the mill levy is less than anticipated, or in the event that no funds are available to County for funding this Agreement, Contractor understands and agrees that County may decrease the total compensation and reimbursement to be paid hereunder, or may suspend or terminate this Agreement without penalty.

SECTION 4: CONTRACTOR’S PERSONNEL

4.1 Qualified Personnel. Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the services as described herein. Such personnel shall not be Sedgwick County Department on Aging employees or have any other contractual relationship with the Sedgwick County Department on Aging. All of Contractor's personnel engaged, directly or indirectly, in the provision of services shall meet the requirements of this Agreement, all applicable federal laws, and all applicable laws of the State of Kansas.

4.2 Minimum Wage. Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

4.3 Employee Conflict of Interest. Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

Contractor shall submit written notice to County in the event Contractor becomes aware that:

- a. an employee of the Department on Aging is also be an employee of Contractor at time this Agreement is executed;
- b. an employee of Contractor seeks additional/alternate employment with Department on Aging during the term of this Agreement;
- c. an employee of the Department on Aging seeks additional/alternate employment with Contractor during the term of this Agreement.

The Department on Aging shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The Department on Aging may immediately terminate this Agreement without any further liability to Contractor if Contractor fails to adhere to the Department on Aging's decision.

4.4 Interest of Contractor. Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Agreement.

4.5 Interest of Public Officials and Others. No County officer or employee, or any member of its governing body or other public official, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

4.6 Advisory Council Members. *[reserved]*

4.7 Gratuities and Favors. Contractor shall not directly or indirectly gift to any of County's officers, employees, or agents anything having monetary value exceeding \$50 including, but not limited to, gratuities and favors.

4.8 Participant Safeguards. Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding execution of this Agreement or, at any time during the pendency of this Agreement, are restricted as follows:

- a. persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing services, administering this Agreement, or handling any funds conveyed hereunder;
- b. persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing services or otherwise interacting in any way with persons served pursuant to this Agreement; and
- c. persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8- 2116 and 8-2118.
- d. The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.

- e. Any issues concerning the interpretation of this Section 4.8 or its application to an individual shall be referred to the Director of the Sedgwick County Department on Aging. The Director's decision shall be final for purposes of compliance with this Agreement.

SECTION 5: RECORDS, REPORTS, INSPECTIONS AND AUDITS

5.1 Internal Review and Corrective Action. Internal review and corrective action shall be carried out pursuant to the Department on Aging's Policies and Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors or providers should contact County within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director of the Sedgwick County Department on Aging for review. The Director will issue a timely written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The decision by the Director is considered to be the final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.

5.2 Notice of Action-Including Notice of Appeal Rights. To the extent permitted by law, Contractor shall retain the right to appeal any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*).

5.3 County Audit. County may request an audit for all funds received by Contractor from County as part of this Agreement. Any such audit shall be performed in accordance with the provisions of this Agreement. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Agreement only. A copy of the audit requested by County shall be provided to Department on Aging within twenty (20) days after receipt thereof. The audit may be requested by County at any time throughout the duration of this Agreement.

5.4 Audits by State or Federal Agencies. Contractor shall assist County in any audit or review of the program which might be performed by the Kansas Division of Legislative Post Audit or by any other local, state or federal agency by making persons or entities, documents, and copies of documents subject to Contractor's control available for the auditors or their representatives.

5.5 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.

5.6 Reports. During the term of this Agreement, Contractor shall furnish to County, in such form as County may require and upon County's request, such statements, records, reports, data and information pertaining to matters covered by this Agreement.

In addition, Contractor shall use the MySeniorCenter database platform to track membership, attendance, activities, reports, and any other information related to the program requirements of Sedgwick County Department on Aging as outlined in this Agreement. County shall pay the cost of Contractor's MySeniorCenter database. At County's request, Contractor shall provide County with "administrator" access to Contractor's MySeniorCenter database, and such access shall include membership, attendance, activities, reports, and any other information related to the program requirements of Sedgwick County Department on Aging as outlined in this Agreement.

Payments to Contractor may be withheld by County if Contractor fails to provide all required reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Section 5.6 shall be submitted to Contractor when all requested reports are furnished to County in an acceptable form. All records and information used in preparation of reports are subject to review by County to ensure the accuracy and validity of the information reported.

Without limiting the foregoing, Contractor shall report the following information to Department on Aging on a semi-annual basis no later than the tenth (10th) day of July 2023 and January 2024:

- a. an unduplicated count of program customers served; and
- b. such other data necessary to evaluate the program’s effectiveness and efficiency.

5.7 Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

5.8 Access to Records. At any time during which records are retained by Contractor pursuant to Section 5.7 herein, Contractor shall make any and all of its records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

- a. assisting in litigation or pending litigation; or
- b. any audits or examinations reasonably deemed necessary by the Department on Aging.

SECTION 6:SUSPENSION&TERMINATION

6.1 Suspension of Services. County may, in its sole discretion, indefinitely suspend Contractor's performance of services pursuant to this Agreement by providing a two (2) day notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from County.

6.2 Termination.
A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

SECTION 7:MISCELLANEOUS

7.1 Contractual Relationship. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

7.2 Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

7.3 Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Department on Aging
Attn: Contract Notification
271 West 3rd St. North, Suite 500
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office
Attn: Contract Notification
100 N. Broadway, Suite 650
Wichita, Kansas 67203 3790

Contractor: City of Bel Aire
Attn: Contract Notification
7651 E. Central Park Ave.
Bel Aire, KS 67226

7.4 Hold Harmless. Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor’s negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

7.5 Liability Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Worker’s Compensation Applicable State Statutory Employer’s Liability	
Employer’s Liability Insurance:	\$100,000.00
Contractor’s Liability Insurance: Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury: Each occurrence Aggregate	\$500,000.00 \$500,000.00
Property Damage: Each occurrence Aggregate	\$500,000.00 \$500,000.00
Personal Injury: Each person aggregate General aggregate	\$500,000.00 \$500,000.00
Automobile Liability – Owned, Non-Owned, and Hired: Bodily injury each person Bodily injury each occurrence	\$500,000.00 \$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers’ compensation and employer’s liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

7.6 Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the

subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

7.7 Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

7.8 Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

7.9 Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

7.10 Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

7.11 Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

7.12 Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

7.13 Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment
- b. Written modifications and addenda to the executed Agreement
- c. This Agreement document

7.14 Environmental Protection. Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.15 Nondiscrimination and Workplace Safety. Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.16 Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7.17 Required Certifications. If Contractor is organized as a business entity of any sort, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor

is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas in the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to County on or before execution of this Agreement.

7.18 Certificate of Tax Clearance. Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

7.19 Open Meetings. By accepting funding from County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County officials and/or employees.

7.20 Publicity. Contractor shall not publicize in any manner whatsoever the its participation in this Agreement, or the program services provided hereunder, without prior written consent of the County. County's support of program services shall be conspicuously acknowledged in all publicity releases.

7.21 Signs/Decals. Contractor agrees to allow County, upon County's request, to place signs and/or decals on Contractor's premises, the precise location of which shall be agreed upon by both parties. Such signs and/or decals shall state "A portion of the funding for this program is provided by the Board of Sedgwick County Commissioners."

7.22 Publication of Contract Results. If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work. However, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

7.23 Documentation of originality or source. All published and/or written reports submitted under this Agreement, or in conjunction with any thirty-party agreements hereunder, will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in published material and/or written reports shall identify the source in either the body of the publication and/or written report or in a footnote, regardless of whether the material is use verbatim or in an extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grants from Sedgwick County.

7.24 Drug Free Work Place Act of 1988 (49 CFR Part 32). Contractor is required to provide a drug-free workplace and comply with the Drug Free Work Place Act of 1988 as prescribed in 49 CFR Part 32.

7.25 Incorporation of Documents. Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment), Exhibit B (Sedgwick County Mandatory Independent Contractor Addendum), and Exhibit C (Program Goals and Objectives) are attached hereto and are made a part hereof as if fully set forth herein.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF BEL AIRE

David T. Dennis, Chair
Commissioner, Third District

Mayor

APPROVED AS TO FORM ONLY:

Katherine D. Rodriguez
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

EXHIBIT A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in the Sedgwick County Mandatory Contractual Provisions Attachment, which is attached hereto, are hereby incorporated in this Agreement and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

- Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
- Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
- Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
- Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
- Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
- Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of

the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.

- 15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); the Genetic Information Nondiscrimination Act of 2008 (“GINA”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as “HIPAA”), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
- 16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
- 17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

EXHIBIT B
SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.
2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder
3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.
4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.
5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.
9. Contractor will not receive benefits of any type from County.
10. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for County.
11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.
13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

EXHIBIT C
PROGRAM GOALS AND OBJECTIVES

Senior Center Goals and Objectives.

A Senior Center is a community focal point where eligible participants come together for services and activities, which enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, Senior Center programs take place within and emanate from a facility. The senior center will be open four (4) to six (6) hours per day, five (5) days per week.

A. GOALS.

1. Each Center will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning, and coordination of activities.
2. Each Center will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
 - a. Adult Day Services
 - b. Case Management
 - c. Chore/Minor Home Repair
 - d. Commodities
 - e. Employment
 - f. Forms Assistance - Entitlement/Social Security/Medicaid
 - g. Housing Assistance/Referrals/Matches
 - h. In-home Services – Respite/Homemaker/Attendance Care including: program literature, resources from the director
 - i. Legal Assistance
 - j. Nutrition - Congregate/Homebound
 - k. Shopping and Errand Assistance
 - l. Support Groups
 - m. Translation/Interpretation
 - n. Transportation
 - o. Wellness Screenings
3. Each Center will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline*, *Special Events/Projects* and *Education* sections.
 - a. Each Center shall work to mobilize interest, skills and abilities of Center participants in order for them to assist other elders within the community.

- b. Each Center shall serve as a catalyst in bringing Center participants together with services that will meet their various needs.

B. OBJECTIVES.

Each Senior Center is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging, and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of Center activities. They should also be encouraged by the Center to become involved in community activities.

The senior center will be required to provide the following:

- 1) *BASELINE ACTIVITIES*, which shall be selected from a list, which is standard for all Centers. Baseline activities are Center activities that occur on a regular basis (daily, weekly, monthly, and/or quarterly). Baseline activities are to be specified through a description with projected outcomes (i.e. average number of participants). A Center will be required to provide a minimum of seven (7) Baseline activities from the following:
 - a) Crafts
 - b) Exercise
 - c) Games
 - d) Potluck/Meals (not including congregate meals)
 - e) Social/Support Groups
- 2) *SPECIAL EVENTS/PROJECTS* are activities, which require the planning, and/or coordination of the Center director. These activities are to be specified through a description with projected outcomes. A Center will be required to provide a minimum of ten (10) Special Events/Projects per year. Examples include:
 - a) Community Charities
 - b) Fundraising
 - c) Intergenerational Programs
 - d) Dinner Events with Programs
 - e) Musical Events
- 3) *EDUCATIONAL* activities are those, which require the planning and/or coordination of the Center director. These activities are to be specified through a description with projected outcomes. A Center will be required to provide a minimum of thirty-five (35) Educational activities per year. At least eight of the 35 activities must include a program on each of the following programs: an evidence-based program (programs rated on Administration for Community Living Administration on Aging's Older American's Act Title IIID highest level evidence-based health promotion\ disease prevention programs), caregiver, mental health, health promotion\ disease prevention, fall prevention, medication management,

elder abuse and a program on public benefits. Examples of other activities include:

- a) Community Education
 - b) Education Services
 - c) Health Presentations/Workshops
 - d) Advocacy Opportunities
 - e) Retirement Planning
 - f) Volunteer Services and Opportunities
 - g) Educational Tours and Cultural Enrichment
- 4) The Center will employ at least a half time director to plan, coordinate, and schedule activities. As part of the Director's regular job duties the Center director is expected to:
- a) Create/Provide an entry point for aging services.
 - b) Be informed on aging services available within the community.
 - c) Schedule activities, presentations, and events; Develop and set-up programs; link with the community, other Centers, and participants to create opportunities for the Center, including:
 - * Advocacy
 - * Counseling
 - * Information and Assistance on services, which includes those, listed in section 2.A.2) (also includes program literature and resources).
 - * Outreach, which must include contact with someone to assist in service connection (home visits, telephone, etc.).
 - d) Provide the specified number of activities for each category.
 - e) Work to increase Center membership, and membership participation in activities, and submit an annual measurement of Center membership growth.
 - f) In an effort to expand services and activities and be a focal point in your community; work to strengthen your volunteer base by recruiting at least two percent (2%) of your membership to serve as volunteers to serve other members in need including temporary assistance in home, yard work, carpooling, bookkeeping, a calling tree, Medicare counseling, etc. By doing this volunteers could sign up with the Sedgwick County Department on Aging Volunteer Program to receive the benefits through this program. Benefits include: accidental medical, volunteer liability and auto liability insurance; background checks; support; recognition events; and monthly newsletter.
 - g) Require participation by a Center representative in the four (4) Senior Summit meetings which will be held to focus on objectives, review program updates and changes in aging services, share working models and strategically plan a common vision for Sedgwick County's Senior Center network. Arrangements need to be coordinated with the Program Manager to excuse absences,

- which may be made up by attending a monthly Aging Network meeting.
- h) Maintain daily activity sign in sheets and compile data into a spreadsheet
 - i) Require senior center staff or a volunteer to be SHICK trained and provide SHICK counseling to senior center participants as needed
- 5) The Center will have adequate space for the following:
- a) Social and companionship activities; and
 - b) Separate privacy area for the purpose of counseling or meetings.
- 6) A Center should work to recruit volunteers to expand the services and activities with an emphasis on additional Center "Goals and Objectives" which expand Center programs and roles in the community.
- 7) A Center should expend the funds as outlined in the budget to accomplish the goals of the program.

NOTE: ANY ACTIVITY THAT IS INTRODUCED AS A NEW ACTIVITY WILL BE COUNTED AS A NEW ACTIVITY. WHEN THAT ACTIVITY BECOMES A REGULAR ACTIVITY, IT THEN WILL BECOME A PART OF THE BASELINE CATEGORY.

SEDGWICK COUNTY DEPARTMENT ON AGING WILL OFFER TECHNICAL ASSISTANCE TO SENIOR CENTERS UPON REQUEST IN AN EFFORT TO MAXIMIZE EACH CENTER'S POTENTIAL FOR IMPLEMENTING SUCCESSFUL NEW PROGRAMS.

C. OUTCOMES:

- 1. Seventy-five percent (75%) of participants will express that through their involvement with the senior center they have increased their level of activity and increased or changed their knowledge, skills or behavior.

SPECIFIC SENIOR CENTER GOALS, OBJECTIVES & OUTCOMES

Goal:
Improve participation in activities that promote education (ex. speakers, day trips).

Objective:
Encourage current participants to bring at least one friend to educational activities. Add fun changes to current educational offerings (ex. offer doughnuts or food at some of the educational presentations).

Outcome:
Attendance at these programs will increase by ten percent (10%) in 2023.

RESOLUTION NO: ____

A RESOLUTION DECLARING THE BOUNDARIES OF THE CITY OF
BEL AIRE, KANSAS AS OF DECEMBER 20, 2022.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BEL
AIRE, KANSAS:

SECTION 1. The entire boundary of the City of Bel Aire, Kansas is declared to be as
described in Exhibit “A” attached hereto and made a part hereof.

SECTION 2. This resolution replaces all previously adopted boundary declarations of the
City of Bel Aire, whether by resolution or by ordinance.

SECTION 3. This Resolution shall take effect and be in force from and after its publication
in The Ark Valley News, an official city newspaper.

Passed by the City Council this ____ day of _____, 2022.

Approved by the Mayor this this ____ day of _____, 2022.

MAYOR Jim Benage

ATTEST:

CITY CLERK, Melissa Krehbiel

SEAL

RESOLUTION NO: _____
Exhibit "A"

**CORPORATE LIMITS- CITY OF BEL AIRE, KANSAS
DECEMBER, 2022**

Beginning at the Southwest corner of Section 13, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North along the West line of said Section 13 to the Northwest corner of the Southwest Quarter of Section 13; thence East along the North line of said Southwest Quarter of Section 13 to the Northeast corner of the Southwest Quarter of Section 13; thence South along the East line of said Southwest Quarter of Section 13 to the North right-of-way line of East 53rd Street North; thence East along the North right-of-way line of East 53rd Street North to the West line of the East half of the Southeast Quarter of Section 13; thence South along the West line of the East half of the Southeast Quarter of Section 13 to the South line of said Section 13 and the North line of Section 24, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, thence East along said North line of Section 24 to the West right-of-way line of Woodlawn Road; thence North along said West right-of-way line of Woodlawn Road to the North right-of-way line of East 53rd Street North; thence East along the North right-of-way line of East 53rd Street North to the south half of the Southwest quarter of section 18, township 26 South, range 2 East, of the 6th P.M., Sedgwick County, thence north 550 feet, thence East 550 feet, thence South 550 feet to the north right of way line of 53rd Street North, thence to the West right-of-way line of Rock Road; thence North along the West right-of-way line of Rock Road to the South right-of-way line of Kansas Highway 254 (620th Street North); thence East along said South right-of-way line of Kansas Highway 254 (620th Street North) to the East line of the Northwest Quarter of Section 17, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence North along said West line to the Northwest corner of said Northwest Quarter; thence East along the North line of said Section 17 to the West line of the Webb Road right-of-way line; thence South along said East line of the of the Northeast Quarter of said Section 17 road right-of-way line to the North line of the Southeast Quarter of said Section 17; thence East along said North line of the Southeast Quarter of Section 17 and then the North line of the Southwest Quarter and the North line of the Southeast Quarter of Section 16, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas to the East right-of-way line of Greenwich Road; thence South along the East right-of-way line of Greenwich Road to the North right-of-way line of East 53rd Street North; thence East along the North right-of-way line of East 53rd Street North to a point directly North of the East line of the Northwest Quarter of

Section 22, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence South on said East line of the Northwest Quarter of Section 22 to the Northwest corner of the South half of the Northeast Quarter of Section 22, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence East along the North line of said South half of the Northeast Quarter to the East line of Section 22, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence South along said East line of Section 22 to the South line of the Northeast Quarter of Section 22, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence West along the South line of the Northeast Quarter and the South line of the Northwest Quarter of Section 22, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas to the East right-of-way line of Greenwich Road; thence South along the East right-of-way line of Greenwich Road to the South right-of-way line of East 45th Street North; thence West along the South right-of-way line of East 45th Street North to a point directly South of the West line of the Southeast Quarter of Section 21, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence North along said West line of the Southeast Quarter of Section 21 to the Northeast corner of the Northwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT that part lying in the North and West of Mopac ROW and EXCEPT the West 60 feet for road. ; thence West along the North line of the Northwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas to the East right-of-way line of Webb Road; thence South along the East right-of-way line of Webb Road to the South right-of-way line of East 45th Street North; thence West along the South right-of-way line of East 45th Street North to a point directly South of the West line of the Southeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence North along said West line of the Southeast Quarter of Section 20 to the Southeast corner of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence West along the South line of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas to the East right-of-way line of Rock Road; thence South along the East right-of-way line of Rock Road to the North right-of-way line of East 45th Street North; thence West along the North right-of-way line of East 45th Street North to the West right-of-way line of Rock Road; thence South along the West right-of-way line of Rock Road to the Northerly line of MOPAC Railroad right-of-way; thence Southwesterly along said Northerly line of said railroad to the East line of the West Half of the Northeast Quarter of Section 30, Township 26 South, Range 2 East; thence North along the East line of the West Half of the Northeast Quarter of said Section 30 to the South right-of-way line of East 45th Street North; thence West along said South line of said East 45th Street North to the West line of said Northeast Quarter of said Section 30; thence South along said West line of said Northeast Quarter of said Section 30 to a point on the Northerly line of said MOPAC railroad; thence Southwesterly along the Northerly line of said railroad to a beginning at a point on the West line of said Southwest Quarter, said point being 75 feet north of the South line of said Southwest Quarter: thence North along the West line of said Southwest Quarter to the Northerly Right-of way line of the Missouri Pacific Railroad; thence Northeasterly along said Railroad Right-of-way to a point 50 feet East of the West line of said Southwest Quarter; thence South parallel with the West line of said Southwest Quarter to the Southwest Corner of Lot 1, Block 1,

“NORTHBROOK MEADOW”, an Addition to Wichita, Sedgwick County, Kansas; thence East along the South line of said Lot 1, a distance of 10 feet to a point 60 feet East of the West line of said Southwest Quarter; thence South parallel with the West line of said Southwest Quarter. a distance of 66 feet to the Northwest Corner of Lot 1, Block 1, “NORTHBROOK MEADOW 2ND ADDITION“, an Addition to Wichita. Sedgwick County, Kansas; thence continuing South along the West line of said Addition, to the Southeast Corner of the Southeast Quarter of Section 25, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; Thence on an Assumed Bearing of North 01°03'19"West along the East line of said Southeast Quarter, a distance of 75.00 Feet; Thence South 89°19'08"West parallel with the South Line of said Southeast Quarter, a distance of 30.91 Feet, to a point that is on the back of curb; Thence Southwesterly along an Arc following the back of curb, a distance of 67.21 Feet, with an arc Radius of 50.00 Feet, and a Chord Bearing of South 44°01'19"West and Chord Length of 62.26 Feet, to a point of termination on the back of curb; Thence South 01°03'19"East parallel with the East line of said Southeast Quarter, a distance of 30.75 Feet, to a point on the South line of said Southeast Quarter; Thence South to the Northeast right of way line of 37th Street, 75' south of the Northeast of section 36 Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence to the South right-of-way line of East 37th Street North; thence West along the South right-of-way line of East 37th Street North to the West right-of-way line of Oliver Street; thence North along the West right-of-way line of Oliver Street to the point of beginning. Except a tract of land legally described as the East 135 feet of the North 1123 feet of the West half of the Northwest Quarter of Section 24, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; a tract of land legally described as the West 328.7 feet of the North 1123 feet of the East half of the Northwest Quarter of Section 24, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; and a tract of land legally described as a tract commencing at the Northeast corner of Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, running thence South 495 feet along the East side of said Section; thence West 880 feet; thence North 495 feet to the North line of said Section; thence East 880 feet to the point of beginning and the Southeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original instrument which is on file or of record in my office. Done this _____ day of _____.

City Clerk

City of Bel Aire, Kansas

STAFF REPORT

DATE: December 19, 2022

TO: Governing Body

FROM: Chief Darrell Atteberry

RE: Axon Vehicle Camera Systems and Storage



BACKGROUND:

The Bel Aire Police Department, BAPD, has been working with Axon to replace the current WatchGuard in-car camera systems and moving from on-site storage to cloud storage. In May of 2022,

As we started the process of upgrading the in-car camera system, the City of Bel Aire transitioned to a new IT provider. The new IT provider evaluated what it would take to replace the current on-site server and determine what new hardware would be needed to back up the digital data to the cloud.

Axon provided a quote for 5-years of hardware, software, warranties, and cloud storage for the BAPD fleet. At that time, the vendor had no information on what the increase would be for 2023 purchases in the event the City would want to defer the contracting of the service till 2023. On 12-20-22, Axon provided what the increase would be for 2023. There will be a \$22,000 increase if we sign the quote after 12-31-22.

DISCUSSION:

The BAPD vehicle fleet is currently equipped with WatchGuard in-car camera systems.

The newest in-car camera in the BAPD fleet is about three years old with the oldest over 8 years old. The camera systems in all BAPD vehicles are near end of life and will no longer be covered by our replacement warranty. They will only be covered by a repair plan. The current day cost of a newest model WatchGuard camera is \$5,715 with a five-year warranty. Any new model purchase of a WatchGuard in-car camera system would require a server and software upgrades.

While working with WatchGuard on needed server upgrades, we discovered we would need a new on-site server at a cost of \$20,679. Additionally, our IT provider informed us that we would have to have a transfer box to move digital evidence from the server to cloud storage. WatchGuard would also require a Virtual Server to support new software access. The WatchGuard server works on a Linux operating system and the Virtual Server is needed to communicate with our Windows based systems.

Because of changes at WatchGuard, the BAPD would be required to purchase new software to go with the new server at a cost of \$495 per car, per year or \$3,960 a year.

We contacted Axon to get a quote for in-car cameras and cloud-based storage. (There is no need to purchase a new on-site server.)

The cameras quoted by Axon's are their newest model. The Axon in-car camera systems will come with a five-year repair/replacement warranty. (Technology Assurance Plan – TAP) The Axon cameras will upload directly to the cloud instead of residing on-site on a server. The installation of the in-car cameras will be performed by Axon and is included in the purchase cost.

The lead-time for installation is 8 to 9 months.

The Axon quote is:

Quote	5-year cost	Per year
Axon	\$71,539.20	\$14,307.36

At the end of five years the cameras will be upgraded to the newest version. We would consider continuing a contracted relationship at that time.

RECOMMENDATION:

Approve the proposed 60-month quote/contract for the purchase of Axon in-car camera systems and cloud storage.



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-440742-44896.691HT

Quote: 12/01/2022

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 12/15/2023

Account Number: 327038

Payment Terms: N30

Delivery Method:

SHIP TO

Business/Delivery/Invoice-7651 E Central Park Ave
7651 E Central Park Ave
Bel Aire, KS 67226-7600
USA

BILL TO

BEL AIRE POLICE DEPT. - KS
7651 E Central Park Ave
Bel Aire, KS 67226-7600
USA
Email:

SALES REPRESENTATIVE

Henry Torres
Phone:
Email: htortes@axon.com
Fax:

PRIMARY CONTACT

Robey Fox
Phone: (316) 744-6000
Email: rfox@belaireks.gov
Fax: (316) 744-3739

Quote Summary

Program Length	60 Months
TOTAL COST	\$71,539.20
ESTIMATED TOTAL W/ TAX	\$71,539.20

Discount Summary

Average Savings Per Year	\$2,256.96
TOTAL SAVINGS	\$11,284.80

Payment Summary

Date	Subtotal	Tax	Total
Nov 2023	\$14,307.76	\$0.00	\$14,307.76
Nov 2024	\$14,307.86	\$0.00	\$14,307.86
Nov 2025	\$14,307.86	\$0.00	\$14,307.86
Nov 2026	\$14,307.86	\$0.00	\$14,307.86
Nov 2027	\$14,307.86	\$0.00	\$14,307.86
Total	\$71,539.20	\$0.00	\$71,539.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	8	11/15/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	11/15/2023
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	8	11/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	8	12/15/2023	12/14/2028
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	16	12/15/2023	12/14/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	8

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	8	11/15/2024	12/14/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	11/15/2024	12/14/2028

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 www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

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

Acceptance of Terms:

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



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency 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 for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency'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 offer 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 subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 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 will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the Invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency 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. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency 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 Agency upon Axon's delivery to the common carrier. Agency 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; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. 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, software, 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.

Title: Master Services and Purchasing Agreement between Axon and Agency (online)

- 7.2. **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) 90-days from the date of repair or replacement.
- 7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency 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.
- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency 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 Agency 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 Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4. **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 Agency resells Axon Devices.
- 7.4.1. 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.
- 7.4.2. 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 any Axon Device or Service 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 12 months preceding the claim. Neither Party will be liable for direct, 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.
- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency 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 Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency 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 Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. 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. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **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. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency 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-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency 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.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency 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 Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **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 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General.**
 - 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
 - 18.2. **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, agency, fiduciary, or employment relationship between the Parties.



- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **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.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **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.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **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.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the state where Agency 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.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency'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 Agency 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.
- 18.12 **Entire Agreement.** This Agreement, including the Appendices 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.

Master Services and Purchasing Agreement for Agency**Axon Cloud Services Terms of Use Appendix****1. Definitions.**

- 1.1. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- 1.2. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- 1.3. **"Non-Content Data"** is data, configuration, and usage information about Agency'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 Agency Content.
- 1.4. **"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.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency 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 Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency 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.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - 5.2. To the extent Agency 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.** Agency'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>. Agency agrees to allow Axon access to Non-Content Data from Agency 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.



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7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

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

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

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

11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency 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>.

12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

12.1. 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 bundle, upon completion of the OSP 7 Term ("Axon Records Subscription")

12.2. 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.

12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

12.4. Users of Axon Records at the agency 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 Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.

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13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. 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;
 - 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6. 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
 - 13.7. use Axon Cloud Services 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.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency 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 Agency 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.
16. **U.S. Government Rights.** If Agency 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 Agency 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, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Master Services and Purchasing Agreement for Agency**Axon Customer Experience Improvement Program Appendix**

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("Privacy Preserving Technique(s)"). For illustrative purposes, some examples are described in footnote ¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("New Use Case").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

**Master Services and Purchasing Agreement for Agency****Professional Services Appendix**

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

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 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 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration <ul style="list-style-type: none">• Instructor-led setup of Axon View on smartphones (if applicable)• Configure categories and custom roles based on Agency need• Register cameras to Agency domain• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access• One on-site session included
Dock configuration <ul style="list-style-type: none">• Work with Agency to decide the ideal location of Docks and set configurations on Dock• Authenticate Dock with Axon Evidence using admin credentials from Agency• On-site assistance, not to include physical mounting of docks
Best practice implementation planning session <ul style="list-style-type: none">• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies• Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management• Provide referrals of other agencies using the Axon camera devices and Axon Evidence• Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions <ul style="list-style-type: none">• Assistance with device set up and configuration• Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

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

System set up and configuration (Remote Support) <ul style="list-style-type: none">• Instructor-led setup of Axon View on smartphones (if applicable)• Configure categories & custom roles based on Agency need

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<ul style="list-style-type: none">• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
/Dock configuration <ul style="list-style-type: none">• Work with Agency to decide the ideal location of Dock setup and set configurations on Dock• Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency• Does not include physical mounting of docks
Axon instructor training (Train the Trainer) <p>Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
End user go-live training and support sessions <ul style="list-style-type: none">• Assistance with device set up and configuration• Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & 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 day of on-site services.

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

System set up and configuration <ul style="list-style-type: none">• Configure Axon Evidence categories & custom roles based on Agency need.• Troubleshoot IT issues with Axon Evidence.• Register users and assign roles in Axon Evidence.• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager <p>Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
Best practice implementation planning session to include: <ul style="list-style-type: none">• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies• Discuss the importance of entering metadata and best practices for digital data management• Provide referrals to other agencies using TASER CEWs and Axon Evidence• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions <p>On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
Axon Evidence Instructor training <ul style="list-style-type: none">• Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.• For the CEW Full Service Package: Training for up to 3 individuals at Agency• For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment <p>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>
Post go-live review <p>For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

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

Archival of CEW Firing Logs <p>Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency 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 Agency with a Certificate of Destruction

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

7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. 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.
9. **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 Agency travel time by Axon personnel to Agency premises as work hours.
10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency 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 Agency. Agency 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 Agency.
11. **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 Agency or Axon), Agency 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, Agency 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 Agency when Axon generally releases it.
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 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 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

**Master Services and Purchasing Agreement for Agency****Technology Assurance Plan Appendix**

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

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term.** OSP 7 begins on the date specified in the Quote ("OSP 7 Term").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency 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 Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 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. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

**Master Services and Purchasing Agreement for Agency****TASER 7 Appendix**

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency 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. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
5. **Trade-In.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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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 Agency'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 Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. 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. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency'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 Agency 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 Agency'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 Agency; 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.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency 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 Agency.

Master Services and Purchasing Agreement for Agency**Axon Fleet Appendix**

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server.**
 - 4.1. **License Grant.** Axon grants Agency 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.
 - 4.2. **Restrictions.** Agency 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.
 - 4.3. **Updates.** If Agency 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. Agency 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.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software.**
 - 5.1. **License Grant.** Axon grants Agency 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.
 - 5.2. **Restrictions.** Agency 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.
6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

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7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Axon Fleet Upgrade") as schedule on the Quote.
- 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
- 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Master Services and Purchasing Agreement for Agency**Axon Respond Appendix**

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, 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 Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency 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 3, 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. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



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Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

**Master Services and Purchasing Agreement for Agency****Axon Auto-Transcribe Appendix**

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency 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 Citizen, 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.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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 Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency 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.** Agency'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/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Master Services and Purchasing Agreement for Agency**Axon Commander Software Appendix**

This Appendix applies if Axon Commander is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 3.2. reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3. access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Commander;
 - 3.6. resell, rent, loan or sublicense Commander;
 - 3.7. access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; 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 Commander or any copies of Commander.
4. **Support.** Axon may make available updates and error corrections ("Updates") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.

Master Services and Purchasing Agreement for Agency**Axon Application Programming Interface Appendix**

This Appendix applies if Axon's API Services are included on the Quote.

1. Definitions.

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency'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 Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency'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.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency 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. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. Agency Responsibilities. When using API Service, Agency and its end users may 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 viruses, worms, defect, Trojan horses, malware, or any items 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 Agency Content or Agency's API Client content, is considered Axon's API Content, including:

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

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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
 - 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.
 - 5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
 - 5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 5.8. misrepresent the source or ownership; or
 - 5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
6. **API Updates.** Axon may update or modify the API Service from time to time ("API Update"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



Master Services and Purchasing Agreement for Agency

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("SCIM"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

Master Services and Purchasing Agreement for Agency**Axon Channel Services Appendix**

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

1. Definitions.

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Commander, 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. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency 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 Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. Purpose and Use. Agency is responsible for verifying Agency 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, Agency 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 Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4. Project Management. Axon will assign a Project Manager to work closely with Agency'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.

5. Warranty. Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6. Monitoring. Axon may monitor Agency'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. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

7. Agency's Responsibilities. Axon's successful performance of the Channel Services requires Agency:

- 7.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 7.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 7.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 7.4. Ensure all appropriate data backups are performed;
- 7.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
- 7.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 7.7. 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).

Master Services and Purchasing Agreement for Agency**VIEVU Data Migration Appendix**

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("Migration"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("Migration SOW") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration 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.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency'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.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.

Master Services and Purchasing Agreement for Agency**Axon Support Engineer Appendix**

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

1. **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

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

- 2.1. A Full-Time ASE will work on-site four (4) days per week.
- 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
- 2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.
- 2.4. The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
Maintaining Agency's Axon Evidence account
Connecting Agency to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and devices for Agency leadership team(s)
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
Comparing Agency's Axon usage and trends to peers to establish best practices
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, tier 1 and tier 2 technical support for Axon devices
Proactively monitoring the health of Axon equipment
Creating and monitoring RMAs on-site
Providing Axon app support
Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

Coordinating bi-annual voice of customer meetings with Axon's Device Management team
Recording and tracking Agency feature requests and major bugs

3. **Regional ASE Scope of Services**

- 3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
- 3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
- 3.3. The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.
- 3.4. The Regional ASE service options are listed below:

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Conducting remote training on new features and devices for Agency'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 Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency'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 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 an Agency's Axon usage and trends to peers to establish best practices

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of Agency meetings with Device Management team

Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The ASE 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. **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

Master Services and Purchasing Agreement for Agency**Axon Investigate Appendix**

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate, 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 Agency 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 Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency 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, Agency 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 Agency 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.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency 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. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **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 Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency 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 Agency. If Agency 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 Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency 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 Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.
8. **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, by 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.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software



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provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency 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

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 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 right, title, and interest 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 Customers, Axon will Process including store Customer Data within the United States. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon may be required to disclose Customer Data that Customer shares with Axon as part of a subpoena process or other order issued by a court or administrative body or otherwise required by any law or regulation. Axon will not disclose Customer Data 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 could reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon and, its affiliates, and assigns 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 but 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 possible, for the fulfillment 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 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 24 hours. Axon will not delete Aggregated Survey Response for four years following termination of this Agreement. There will be no functionality of My90 during these four 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 notifying 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 notice 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 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

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account information is lost or stolen.

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

Master Services and Purchasing Agreement for Agency**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 integrations 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. Customers 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 Customers; (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.



Budgetary

QUOTE-1760754
EL5 Server w 8TB video move

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
7	WAR-SRV-RCK-5YR	EXTENDED WARRANTY, RACK SERVER (WGA00421-116,-216,-117,-217)) FULL SERVICE ON SITE, 5-YEAR	1		\$1,175.00	\$1,175.00
8	SFW-4RE-DEV-FEE	EVIDENCE LIBRARY, 4RE ANNUAL DEVICE LICENSE & SUPPORT FEE	7	1 YEAR	\$195.00	\$1,365.00

Grand Total

\$20,679.00(USD)

Pricing Summary

	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$20,679.00	\$0.00
Grand Total System Price	\$20,679.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



BEL AIRE POLICE DEPT

EL5 Server w 8TB video move

05/17/2022

STAFF REPORT

DATE: 12/14/22

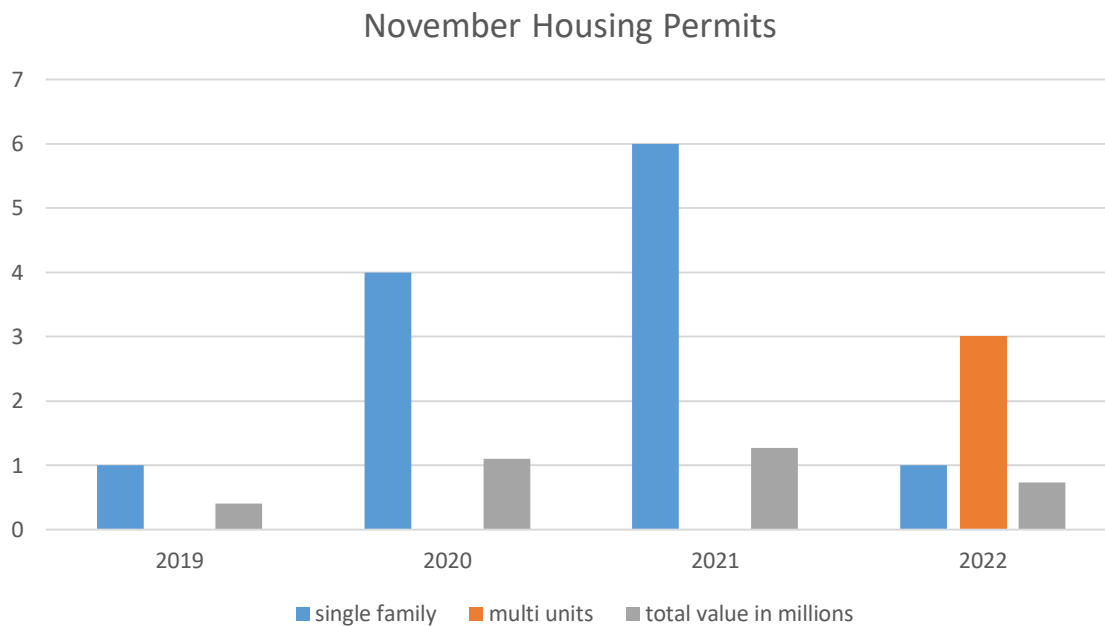
TO: City Council and City Manager

FROM: P&Z Department

RE: November Monthly report



Residential Construction update



CARBON MONOXIDE. Carbon monoxide (CO) is a colorless, odorless, and toxic gas, which is predominantly produced by incomplete combustion of **carbon**-containing materials.

Tailgating with generators or vehicles running, household gas or fuel appliances the risks related to carbon monoxide exposure increase during months people are trying to stay warm. Low level exposure can impact your health over a period of time without setting off detectors.

[www.CDC.Gov Prevention Guidelines:](https://www.cdc.gov/prevention/guidelines/)

You Can Prevent Carbon Monoxide Exposure

- * DO have your heating system, water heater and any other gas, oil, or coal burning appliances serviced by a qualified technician every year.
- * DO install a battery-operated CO detector in your home and check or replace the battery when you change the time on your clocks each spring and fall. If the detector sounds leave your home immediately and call 911.
- * DO seek prompt medical attention if you suspect CO poisoning and are feeling dizzy, light-headed, or nauseous.
- * DON'T use a generator, charcoal grill, camp stove, or other gasoline or charcoal-burning device inside your home, basement, or garage or near a window.

- * DON'T run a car or truck inside a garage attached to your house, even if you leave the door open.
- * DON'T burn anything in a stove or fireplace that isn't vented.
- * DON'T heat your house with a gas oven.
- * DON'T use a generator, pressure washer, or any gasoline-powered engine less than 20 feet from any window, door, or vent. Use an extension cord that is more than 20 feet long to keep the generator at a safe distance.

Carbon Monoxide Hazards from Small Gasoline Powered Engines

Many people using gasoline-powered tools such as high-pressure washers, concrete cutting saws (walk-behind/hand-held), power trowels, floor buffers, welders, pumps, compressors, and generators in buildings or semi enclosed spaces have been poisoned by carbon monoxide (CO). CO can rapidly accumulate (even in areas that appear to be well ventilated) and build up to dangerous or fatal concentrations within minutes.

Workplace safety by NIOSH The National Institute for Occupational Safety and Health

Examples of such poisonings include the following:

- A farm owner died of CO poisoning while using an 11-horsepower, gasoline-powered pressure washer to clean his barn. He had worked about 30 minutes before being overcome.
- A municipal employee at an indoor water treatment plant lost consciousness while trying to exit from a 59,000-cubic-foot room where he had been working with an 8-horse-power, gasoline-powered pump. Doors adjacent to the work area were open while he worked. His hospital diagnosis was CO poisoning.
- Five workers were treated for CO poisoning after using two 8 horse-power, gasoline-powered, pressure washers in a poorly ventilated underground parking garage.
- A plumber used a gasoline-powered concrete saw in a basement with open doors and windows and a cooling fan. He experienced a severe headache and dizziness and began to act in a paranoid manner. His symptoms were related to CO poisoning.

These examples show a range of effects caused by CO poisoning in a variety of work settings with exposures that occurred over different time periods and with different types of ventilation. Workers in areas with closed doors and windows were incapacitated within minutes. Opening doors and windows or operating fans does NOT guarantee safety. CO is a dangerous poison. Operating gasoline-powered engines and tools indoors is RISKY BUSINESS.

Violation

Gas valve is shut off on this below furnace but is a good example of improper exhaust connection that would allow carbon monoxide exhaust to fill the room. The unit should be removed, or the flue should be fixed to prevent an accident.



Still laying sod first part of December



STAFF REPORT

DATE: December 12, 2022

TO: Ty Lasher, City Manager & Bel Aire Governing Body

FROM: Brian Hayes, Recreation Director

RE: November Activities

Recreation

- Pickleball participation was down a bit with 232 compared to 267 participants last month.
- Taekwondo participation was down slightly with 15 students compared to 19 in October.
- 14 youngsters participated in Tippi Toes Dance compared to the same last month.
- Lil Dribblerz (*PK-K instructional basketball*) was held on Tuesday & Thursday evenings in November. 28 youngsters worked on passing, dribbling and shooting as well as playing some fun basketball related games.
- Exercise classes were steady with 22 participants compared to the same in October.
- November daily use was slightly up with 480 compared to 427 last month.
- 3 revised proposals for updated Rec and Park master plans were received. Things being discussed are ADA access at the Rec Center, renovation/relocation/repurpose of the Bel Aire Park tennis court to the Rec Complex and/or Central Park and pool/splashpad conversion.
- Entry and 9 tee box signs were installed at the Alley Park Disc Golf course by public works and Rec staff.
- Upcoming Rec programs include Youth Basketball, Holiday Crafts & Schools Out Camp.

Seniors

- 541 seniors participated in bridge, line dance, exercise, Tai Chi, sewing, walking, book club, educational, and special activities compared to 611 last month.
- November highlights included Medicare counseling, several craft events, and a trip to a local fossil collection.
- Upcoming Senior activities include final Medicare counseling & enrollment, Holiday Dinner, a Country Christmas trip to Fulton Valley Farms, several more craft events, as well as the many ongoing programs, presentations, mailings and virtual activities.

Holiday Celebration

- This year's Holiday Celebration was held on December 3rd. Hundreds came out to visit with Santa, decorate cookies, and enjoy some treats & the light show. Thanks to the Chamber of Commerce, Lions Club and all the sponsors for making this year's event a success. Earlier in the day several families also stopped by the Rec Center for the holiday Hoops Free Throw Contest. Holiday Hams were awarded to the winning families.



City of Bel Aire Utility Advisory Committee Minutes
Wednesday October 12, 2022

1. Call to Order: meeting called to order by Chairman Tenbrink at 3:10 PM.
2. Roll Call: UAC members present – Markley, Broyles, Moss and Tenbrink. Also, in attendance; Bel Aire City Mayor Jim Benage.
3. Approval of Agenda: Motion by Markley to approve the agenda, seconded by Moss. Agenda approved.
4. Approval of September 14, 2022, UAC Meeting Minutes. Motion by Markley to approve the minutes, seconded by Moss. Minutes approved.
5. New Business:
 - A. Boil Water Advisories: Tenbrink handed out a copy of KDHE's *Boil Water Advisory Consumer Information* he had copied from their web site. The committee review the information and would ask Tristan Terhune if she would add a link to this information to the city web site.
 - B. October 1 Curbside Cleanup: Tenbrink contacted Waste Connection for feed back on the Fall Curbside Clean up. Waste Connections stated that they picked up 54.84 tons compared to 84 tons in the spring cleanup, also stated that there were no major problems, just a few minor ones such as hazardous waste place out for pickup, such as old tires and used paint. Also, someone placed their discards in their trash cart.
 - C. November "Did You Know": The committee review an old DYK from last year to remind residents of the three holidays, Thanksgiving, Christmas, and New Year's. observed by Waste Connections. Since Christmas and New Year's fall on a weekend this year, only Thanksgiving Day trash service will be the only day affected this year. Also, to reminding residents the winter average months are coming up. The DYK was approved to be forward to city staff.
 - D. UAC Candidates: There were no new candidates.
 - E. Volunteer Application Form: the city staff had given Tenbrink a new city Volunteer Application form for the committee to review and make suggests. The form was viewed and Tenbrink would return it to the city staff.
 - F. CCUA Updates: Tenbrink stated Tony Kientz has been officially appointed CCUA's Manager and CCUA had until November 1st to apply for a new operation permit as the present permit expires at the end of 2022. Tenbrink read from an article from the Bel Aire Breeze stating KDHE could force CCUA expansion project. The Breeze had interviewed Sean Fox Park City Administrator. Mayor Benage stated that the Breeze had not contacted Ty Lasher for Bel Aire's take on the expansion. Mayor Benage stated CCUA's operations permit will expire by the end of the year and CCUA has until November 1st to apply for a new permit. He sees no problem getting the new permit. Going forward with the expansion project is still waiting on an audit being performed by Burns & McDonnell Engineering and Loyd Group LLC which is also expected by year end.
6. Round table discussion:

- A. Markley – No report.
 - B. Moss - No report.
 - C. Broyles – Reported he and his wife had Covid a few weeks ago but now fulling recovered.
 - D. Mayor Benage –No report
 - E. Tenbrink – Stated he had watch one of the city councils workshop meetings and was surprised that one council member did not understand the winter average concept. He also read an article where some countries have gone to a 32-hour work week and productivity has not suffered. The US Department of Energy stated Wind and Solar energy will be 4 times more expense than natural gas.
7. Next UAC meeting November 9, 2022 @ 3-5 PM at City Hall Senior Center.
8. Motion by Moss to adjourn, second by Markley. Meeting adjourned at 4:40 PM

Dan Broyles
UAC Interim Secretary



THE
LEAGUE
OF KANSAS MUNICIPALITIES

Section XIV, Item D.

Save the Date for upcoming League events in 2023

Additional information is available on the League's website: www.lkm.org



Local Government Day

January 25, 2023

Topeka



Leadership Summit

April 14-15, 2023

Hays



League Annual Conference + Trade Show

October 7-9, 2023

Wichita



MUNICIPAL
TRAINING
INSTITUTE
A Program of The League

Section XIV, Item D.



MUNICIPAL TRAINING INSTITUTE

2023 SCHEDULE

FEBRUARY

1 | Human Resources 101 *(elective)*
VIRTUAL

17 | City Officials Fundamentals *(elective)*
VIRTUAL

MARCH

8 | Emergency Management *(elective)*
ANDOVER

29 | Resiliency with KDEM and FEMA
(elective)
VIRTUAL

APRIL

14-15 | Leadership Summit *(core)*
HAYS

19 | Municipal Finance *(core)*
DODGE CITY

MAY

3 | Grant Writing *(elective)*
LAWRENCE

10 | Advance Municipal Finance *(elective)*
VIRTUAL

JUNE

7 | Economic Development *(elective)*
HUMBOLDT

JULY

26 | Grant Workshop *(elective)*
GARDEN CITY

AUGUST

16 | KOMA/KORA *(core)*
OLATHE

23 | KOMA/KORA *(core)*
VIRTUAL

OCTOBER

7 | League Conference *(core)*
KOMA/KORA *(core)*
Personnel Management *(core)*
Cybersecurity *(elective)*
WICHITA

DECEMBER

6 | Ethics and Civility *(core)*
SALINA



Schedule is tentative and subject to change. Please visit www.lkm.org/ keep updated and for more information.

MANAGERS REPORT



DATE: December 15, 2022
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: December 20, 2022 Agenda

Consent Agenda (Item VI)

The consent agenda contains the Minutes of the December 6, 2022 City Council meeting. Also included is an application for Dollar General to renew their Cereal Malt Beverage (beer) License for 2023. Dollar General has held a CMB License for the past 3 years and submitted all of the application requirements of the State of Kansas and the City Code for 2023.

Appropriations Ordinance (Item VII)

This report is for a shorter period of 11/30-12/06/22 due to the Treasurer's scheduled vacation. The main expense to point out is the \$207,812.66 payment to Sedgwick Co Treasurer for specials. Landbank specials accounted for \$131,433.80 and the remaining \$76,368.86 for city-owned property.

City Requested Appearances (Item VIII)

Gary O'Neal, Bel Aire Area Chamber of Commerce President, will be at the meeting to give the annual report for 2022 and make a formal request for funding in 2023. The 2023 City of Bel Aire budget contains \$20,000 in chamber funding for 2023.

Appointment of Antonio Kitt to the Utility Advisory Committee (Item A)

Mr. Kitt is a Bel Aire resident and would like to serve on the UAC. Mayor Benage has visited with Mr. Kitt and would like to appoint him as a member who will be replacing Tyler Dehn.

Appointments to Aurora Park Gravel Roads Task Force (Item B)

Carolyn Gunzelman, Judy Schroeder, Mark Schroeder, Lisa Bellecci, Connie White, and Leon "Butch" Amey have all requested to serve on the Aurora Park Gravel Roads Task Force. Mayor Benage wanted at least five members and this appointment totals six.

2023 Agreement For Senior Center with Sedgwick County (Item C)

The City has been awarded \$18,000.00 from Sedgwick County to fund the Bel Aire Senior Center for 2023. This is the same amount of funding the Senior Center received last year. The County grant helps cover part of the expenses for senior programming in Bel Aire. Staff has reviewed the document, applied the changes this council requested last year and recommends approval.

Resolution declaring official boundaries of the City of Bel Aire (Item D)

Any year in which territory has been added or excluded from the City boundaries, the governing body is required to declare by resolution the entire boundary of the City. This year the City annexed a few properties, so this statute is triggered. Staff has prepared a survey and resolution of the new boundaries for your consideration. Upon approval it will be filed with the County Register of Deeds, State Transportation Engineer, County Engineer and Election Commissioner.

Executive Session (Item XII)

Staff has no need for an executive session