



Petersburg Borough

12 South Nordic Drive
Petersburg, AK 99833

Meeting Agenda Borough Assembly Regular Meeting

Monday, March 02, 2026

12:00 PM

Assembly Chambers

Zoom Webinar Information:

When: Mar 2, 2026 12:00 PM Alaska
Topic: 3.2.2026 Assembly Meeting

Join from PC, Mac, iPad, or Android:

<https://petersburgak.gov.zoom.us/j/85295209416?pwd=FW6uq0bkJBrNWEWN85Ma6XQ1jSHBcC.1>

Passcode:556131

Join via audio: (720) 707-2699 or (253) 215-8782

Webinar ID: 852 9520 9416

Passcode: 556131

1. **Call To Order/Roll Call**
 2. **Voluntary Pledge of Allegiance**
 3. **Approval of Minutes**
 - A. The minutes from the February 17, 2026 meeting will be included in the March 16, 2026 packet for approval.
 4. **Amendment and Approval of Meeting Agenda**
 5. **Public Hearings**
 6. **Bid Awards**
 7. **Persons to be Heard Related to Agenda**

Persons wishing to share their views on any item on today's agenda may do so at this time.
 8. **Persons to be Heard Unrelated to Agenda**

Persons with views on subjects not on today's agenda may share those views at this time.
 9. **Boards, Commission and Committee Reports**
-

10. Consent Agenda

11. Report of Other Officers

A. Petersburg Medical Center

Petersburg Medical Center PMC CEO Hofstetter will update the Assembly on Medical Center activities. A report from PMC is attached to this agenda item.

B. Petersburg School District

Petersburg School Superintendent Taylor will provide a report on school district activities.

C. US Forest Service

District Ranger Case will provide an update on Forest Service activities.

D. BDO Audit Report

Bikky Shrestha and George Barker will present the finding of the Borough's FY 2025 financial audit. A link to the report can be found here: [petersburg_borough_financials_-_fy25.pdf](#)

E. Emergency Operations Plans Update

On February 11, 2026, the Public Safety Advisory Board reviewed the 2024 Katmai Solutions report on updating the Borough's Emergency Operations Plans and supported Director Hankins' plan to include the funding request in the FY 2027 Budget. The reports from Katmai Solutions are attached to this agenda item.

12. Mayor's Report

A. March 2, 2026 Mayor's Report

13. Manager's Report

A. March 2, 2026 Manager's Report

14. Unfinished Business

A. Ordinance #2026-04: An Ordinance Amending the Official Zoning Map for Service Area 1 of the Petersburg Borough to Zone A Parcel of Borough Tideland Industrial (I-1) Within the Marine Industrial Overlay Zone Subdistrict - Third Reading

If adopted, this ordinance shall amend the Service Area 1 Zoning Map to designate a Borough- owned tideland parcel as Industrial (I- 1) within the Marine Industrial Overlay. The Planning Commission report, recommending approval of the rezone, is attached to this agenda item.

Ordinance #2026-04 was unanimously approved in its first and second readings.

15. New Business

A. Resolution #2026-03: Axon Agreement for Public Safety Equipment

Chief Kerr requests approval of Resolution #2026-03 authorizing an agreement with Axon Enterprise, Inc for body-worn cameras, TASER 10 devices, in-car camera systems, digital evidence storage, training, and related software services in an amount not to exceed \$378,897.58 over a ten-year term, with annual payments subject to appropriation.

A memo from Chief Kerr is attached to this agenda item.

B. Request for Direction on Wireless Communication Facility Regulation

Director Cabrera requests direction from the Assembly on how it wishes to proceed with potential regulation of Wireless Communication Facilities (WCFs). Staff is seeking guidance on the preferred path forward before additional research or development of potential ordinance language.

A memo from Director Cabrera is attached to this agenda item.

16. Communications

A. Correspondence Received Since February 12, 2026

17. Assembly Discussion Items

A. Assembly Member Comments

B. Recognitions

18. Adjourn



PMC Executive Summary March 2026

Mission Statement: Excellence in healthcare services and the promotion of wellness in our community.

Guiding Values: Dignity, Integrity, Professionalism, Teamwork, and Quality

Summary:

The State of Alaska recently conducted the public hearing for the Certificate of Need (CoN) application for the WERC and MRI project, representing the final regulatory step toward bringing local MRI services online. The level of public participation was remarkable and deeply meaningful.

Many who provided testimony shared firsthand accounts of the significant financial, logistical, and personal burdens associated with traveling for MRI services, including transportation, lodging, and extended time away from home. These perspectives underscored the real impact this service will have on our community.

I had the opportunity to present at the beginning of the hearing. We extend sincere appreciation to our staff and to the many community members who took the time to testify and submit written comments. In total, 29 individuals provided live testimony and more than 100 letters of support were received.

The public comment period closed on February 9, and we now await the State's determination.

Legislative Fly-In: *verbal report*

Workforce Wellness: *Goal: To create a supportive work environment and promote the physical and mental well-being of hospital staff to improve retention and overall productivity.*

- February 3:** PMC proudly recognizes the women physicians who care for our community in observance of National Women Physicians Day: Dr. Selina Burt, Dr. Courtney Hess, and Dr. Alice Hulebak. Today is an opportunity to thank them for their dedication to patient care, clinical excellence, and commitment to serving. We are grateful for the knowledge, professionalism, and heart they bring to PMC and are proud to



recognize their contributions on this special day. Thank you, Dr. Burt, Dr. Hess, and Dr. Hulebak, for all that you do.

- **February 11:** Employee Longevity Appreciation Luncheon



- **February 13:** New Hire Orientation with CEO



- **February 20:** Manager Meeting
- **February:** PMC proudly recognizes Facilities Management Appreciation Month by honoring our Facilities team for the essential role they play in keeping PMC safe, fully operational, and ready to serve our community 24/7. From maintaining critical infrastructure—such as power, heating, ventilation, and medical gas systems—to supporting infection prevention, life-safety compliance, and emergency preparedness, their work is foundational to everything we do. We extend our sincere appreciation to Skip Hallingstad and Wolf Brooks for their dedication and commitment to excellence.



- **February 2nd-6th:** During Pride in Food Service Week, PMC would like to extend our sincere thanks to our incredible Dietary and Food Services team. Your dedication, creativity, and attention to detail ensure that our patients, residents, and Cedar Social Club participants receive nutritious, comforting, and high-quality meals. Residents and patients receive these meals and snacks 364 days a year! Beyond daily meal service, the department supported our entire organization and community with Yulebukking in December, offers a great selection of food for staff purchase, and purchases the break room snacks provided to employees in both buildings. Food is more than nourishment -- it is care, connection, and comfort.



- **Ongoing:** Employee Meals
- **Ongoing:** Employee Recognition and Rewards

Community Engagement: Goal: To strengthen the hospital's relationship with the local community and promote health and wellness within the community.

- **February 2:** Submitted written report and attended/reported out at Borough Noon Assembly Meeting.
- **February 4:** Presented during public hearing for Certificate of Need.
- **February 3 & 10:** AHA Committee Meeting-Board Member
- **February 10:** Home Health and Wellness join to offer free blood pressure screenings at Hammer and Wikan grocery store in recognition of healthy heart month.



- **February 16-20:** Legislative Fly In, Juneau, AK.
- **February 19:** Health E Connect Board Meeting- Board Member
- **February 17-19, February 24-26, and March 3-5:** PMC offers discounted blood draws for the Health Fair. to



HEALTH FAIR BLOOD DRAWS

Week 1: Feb 17-19

Week 2: Feb 24-26

Week 3: March 3-5

Schedule at www.pmcak.org

Community Health Fair

"THRIVING at Every Age & Stage"

Saturday, March 14th

Full Schedule:

pmcak.org/health-fair

For assistance scheduling:

✉ healthfair@pmcak.org

☎ 907-772-5552

- **February 25:** KFSK Live
- **February 25:** Hospital Board Meeting open to the public, and broadcast live on KFSK
- **Ongoing:** Kinder Skog Program



- **Ongoing:** Bingocize and Tai Chi Programs
- **Ongoing:** UAA nursing program, we currently have two employees enrolled in this course.
- **March 14th:** HEALTH FAIR: Booths in the Community Gym 10:00-1:00 Health & Wellness Services, Public Assistance Programs, Behavioral Health Services & Resources, Outdoor Recreation Info, Blood Pressure Screenings, Fall Prevention Information, Kids' Activities, Massage, Dental, Fitness Opportunities, and more! Door prizes every 30 min! Fitness Class Demonstrations in the Parks and Rec Fitness Court, and Presentations in the Parks and Recreation Activity Room.
- **March 15th:** XTRA Tough 5K Fun Run/Walk Registration 1:30 / Start 2:00 SANDY BEACH Join guest speaker [Peter Kline](#), founder of [Marathons with Meaning](#) during Petersburg's first ever Xtra Tough 5K Fun Run/Walk.

Patient Centered Care: *Goal: To provide high-quality, patient-centered care, and promote wellness for patients.*

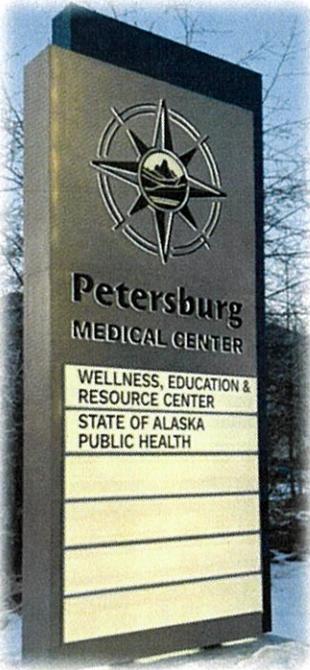
- **February 11:** Medstaff Meeting
- **February 20:** Environment of Care Rounds: focus on laundry department
- **February 18:** Quality Meetings (LTC Quality and Infection Prevention)
- **Joy Janssen Clinic** Access to Primary Care: We are currently staffed with 3 Physicians and 3 mid-level practitioners.
 - We are actively looking for a provider to fill the 4th position available.
 - As of 2/18/26, the average time to the next available appointment is approximately 9 days, and the average time to the third next available appointment is approximately 9 days across all providers.
 - We have locum providers set to assist through remaining winter months.

- Clinic is open and available M-F 8AM-5PM, and Saturday 8AM-12, 1PM-4:30PM. Same day appointments for urgent or acute care are readily available.
 - Flu shots available at clinic, call for appointment.
- **Audiology:** Phil Hofstetter continues to see patients in the Specialty Clinic. Call 772-5792 to schedule.
 - **Psychiatry:** services are ongoing via telehealth with Dr. Sonkiss by referral. Dr. Sonkiss was on site this week seeing patients in-person and offering a presentation to providers.
 - **Integrative Medicine:** Integrated Medicine with Dr. Hyer is offered via telehealth, email Dr. Hyer directly at jhyer@pmc-health.org to schedule.
 - **Optometry Clinic:** Dr. Kamey Kapp, Optometrist with Last Frontier Eye Care, regularly visiting Petersburg in the Specialty Clinic. Please call 907-434-1554 to schedule appointments. Dr. Kapp saw approximately 100 people when she was here this last month.
 - **Dr. Harrison:** Seeing endocrinology patients here in Petersburg while doing a locum rotation.
 - **Scopes Clinic:** Dr. Taggart and CRNA Jenilyn Lo were in Petersburg Feb 5-6 seeing referred patients. Our goal is to establish this as a regular rotational service, reducing the need for community members to travel or arrange lodging for this procedure. Their next scheduled date will be in April.



- **Dermatology:** Cameron French will be returning in the Spring for dermatology appointments
- **Orthopedic Clinic:** Discussions taking place to explore options for bringing ortho clinic specialty to Petersburg.

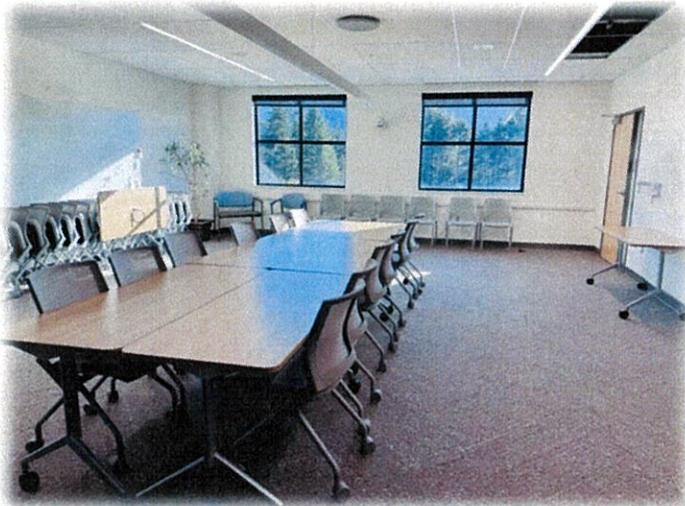
- **New Facility:** *Goal: To expand the capacity and capabilities of the community borough-owned rural hospital through the construction of a new facility, while considering the needs and priorities of the local community.*



- Monument sign has been installed with lighting.
- WERC open house will be scheduled once MRI services are fully operational. Although areas such as Public Health are complete, we believe it is important for all components of the WERC — including conference rooms and the computer lab, currently undergoing final technology setup and reservation planning — to be fully ready before hosting the event. This deliberate approach ensures high-quality, fully functioning services for our community at launch.

Financial Wellness: *Goal: To achieve financial stability and sustainability for the hospital. FY25 Benchmarks for Key Performance Indicators (KPIs): Gross A/R days to be less than 55, DNFB < then 5 days, and 90 Days Cash on Hand*

- Accounts Receivables (AR) Update: This number was at 96 in March, down to 88 at the end of April, down to 78 mid-June, 76 for July, at 80 as of August 27th, at 76 as of September 15th, numbers at 68 as of October 21st, 62 as of November 24th, 58 as of 12/23/2025, and are currently at 54 as of January 9th, 2026 and have maintained at 54. These numbers represent a steady and significant decrease in AR days reaching lowest numbers ever in PMC records.
- Our auditor with DZA gave a full report of our finances at our last board meeting showing we are in good order with some suggestions on how to strengthen areas with policies that have since been drafted.



Submitted by: Phil Hofstetter, CEO



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 Soldotna, AK 99669
 (907) 531-7602
 www.katmaisolutions.com

Friday, December 19, 2025

Aaron Hankins
 Petersburg Borough
 12 South Nordic Drive, Petersburg, AK, USA

Quote for: Petersburg Borough

Thank you for your interest in our services. We appreciate the opportunity to support your emergency preparedness needs.

Below, please find a detailed quote for Petersburg Borough. This quote is an update to the previous proposal dated July 19, 2024, and this pricing is valid for 120 days from the date of this letter. These operations can be contracted for separately, or can be combined at a discount as shown below. Should you have any questions or require modifications based on your specific needs, please do not hesitate to contact us.

| Service | Description | Amount |
|---|---|-------------|
| Government Services (GS) - Emergency Planning and Preparedness (EPP) - Emergency Operations Plan Update | Katmai Solutions will conduct a comprehensive update of the client’s existing Emergency Operations Plan (EOP) to ensure alignment with FEMA’s Comprehensive Preparedness Guide (CPG) 101 and current emergency management best practices. The update will include a structured review of existing plan components, integration of FEMA Community Lifelines to enhance response coordination, and refinement of operational procedures to ensure compliance with national preparedness standards. The process will incorporate risk-informed planning, whole-community engagement, and alignment with the five mission areas of the National Preparedness Goal. Client Responsibilities: Provide the current EOP and access to relevant stakeholders | \$36,753.00 |

| | | |
|---|--|--------------------|
| | <p>for consultation and review.</p> <p>Deliverables:</p> <ol style="list-style-type: none"> 1. Updated EOP document with tracked revisions 2. Summary of key updates and rationale 3. List of stakeholders who participated in the update process | |
| <p>Government Services (GS) - Emergency Planning and Preparedness (EPP) - HMP Update 2000 - 20000</p> | <p>Katmai Solutions will update an existing Hazard Mitigation Plan (HMP) for a jurisdiction with a population between 2,000 and 20,000. The update will be conducted in alignment with FEMA’s Local Mitigation Planning Policy and designed to meet federal approval standards. The planning process will include a comprehensive review of the current plan, updated hazard and vulnerability assessments, stakeholder engagement, and integration of revised mitigation strategies. The final plan will ensure continued eligibility for federal mitigation funding and support long-term community resilience.</p> <p>Client Responsibilities: Provide the current HMP, access to relevant personnel, and support coordination of stakeholder engagement activities.</p> <p>Deliverables:</p> <ol style="list-style-type: none"> 1. Updated HMP document with tracked revisions 2. Updated hazard and vulnerability assessment 3. Stakeholder engagement summary 4. Revised mitigation strategy matrix 5. Planning process documentation | <p>\$24,400.00</p> |
| <p>Miscellaneous (MISC)</p> | <p>Emergency Operations & Hazard Mitigation Plan Update Combined</p> | <p>\$54,000.00</p> |

One time subtotal: \$115,153.00

Subtotal excluding tax: \$115,153.00

Total tax: \$0.00

Total: \$115,153.00

We appreciate your consideration and look forward to the possibility of working with you.

Respectfully,

A handwritten signature in cursive script, appearing to read "Dan Nelson", is positioned above a horizontal line.

Dan Nelson, Owner
Katmai Preparedness Solutions, LLC.

Petersburg Borough Emergency Operations Plan (EOP) Review



Prepared: July 19, 2024

Final Report & Recommendations



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July 19, 2024

Petersburg Borough
Aaron Hankins, Fire/EMS Director
12 South Nordic Drive
Petersburg, AK 99833

RE: Petersburg EOP Review Final Report & Recommendations

As outlined in our Professional Services Agreement dated June 7, 2024, Katmai Preparedness Solutions, LLC “Katmai Solutions” has completed our review of the 2001 Petersburg Emergency Operations Plan.

The attached report outlines the general and specific update recommendations that are needed for the plan to be consistent with current guidance and best practices. This report is intended to provide you with a workplan necessary to fully update this plan and can be used to undertake this effort on your own or as a foundation to contract for EOP update services.

We appreciate your engagement with us to perform this EOP review, and the trust your borough has placed in us. As an Alaska based emergency management firm, we strive to maintain partnerships with local jurisdictions and organizations to improve community resilience and preparedness for disasters. Under separate cover, we have provided a proposal to complete the update to this plan as outlined, as well as to your Hazard Mitigation Plan. We appreciate your consideration and look forward to a long relationship with you and your staff.

For any questions regarding this report or proposal, please contact Abner Hoage, Managing Consultant by phone at 907-308-3697 or email abner.hoage@katmaisolutions.com.

Respectfully,

Dan Nelson
Katmai Preparedness Solutions, LLC.

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SECTION C – Detailed Reviewer Comments.....C-1

SECTION A –EXECUTIVE SUMMARY

INTRODUCTION

Katmai Preparedness Solutions, LLC conducted a thorough review of the Petersburg Disaster Response Plan, including Volume 1 – Administrative Overview and Volume 2 – Emergency Operations Guide, both dated June 2001. This review was complemented by references to the Petersburg Borough Multi-Hazard Mitigation Plan Update from March 2018. The recommendations provided are anchored in the Federal Emergency Management Agency's (FEMA) Comprehensive Preparedness Guide (CPG 101), Version 3, published in September 2021. The goal is to modernize and enhance the Petersburg Borough's emergency preparedness, response, and recovery capabilities.

GENERAL UPDATE RECOMMENDATIONS

The existing Emergency Operations Plan (EOP) for Petersburg is over twenty years old and requires significant revisions to remain effective during contemporary disaster response and recovery efforts. Since the formation of the Petersburg Borough on January 3, 2013, which led to the dissolution of the City of Petersburg, the plan needs to be updated to reflect this change. The update recommendations focus on aligning the plan with current methodologies and technologies, addressing new hazards such as cyberattacks and extremist behavior, and incorporating community lifelines for rapid stabilization post-disaster. A complete overhaul of the plan is advised to reflect contemporary threats, ensuring compliance with both state and federal guidelines, and to enable eligibility for various preparedness grants.

SPECIFIC RECOMMENDATIONS

INTRODUCTION AND AUTHORITIES

- Update authorities to include Presidential Policy Directive PPD-8 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
- Ensure all authorities are verified and correctly referenced.
- Align the plan with recent code changes to reflect the formation of the Petersburg Borough and the dissolution of the City of Petersburg.

TERMINOLOGY AND CONSISTENCY

- Use consistent terminology, favoring "emergencies" or "disasters" instead of "disaster emergencies."
- Update emergency types terminology to "natural, human-caused, and technological."



- Extend preparedness messaging from 72 hours to seven days, consistent with Alaska's state guidance.

PLAN STRUCTURE AND COMPONENTS

- Adopt the community lifeline format for incident reporting.
- Define special populations to include persons with other access or functional needs.
- Update the plan review cycle to ensure annual reviews and specify responsible parties for training and exercises.
- Rename the Disaster Response Plan to the Emergency Operations Plan to encompass all phases of emergency management.

OPERATIONAL COMPONENTS

- Update incident activation policies to reflect current practices and FEMA guidelines.
- Include comprehensive lists of EHS/Hazmat sites and update utility and community services information.
- Incorporate sections on technological and cybersecurity threats.
- Rename "Incident Critique" to "After-Action Report/Improvement Plan."

PUBLIC INFORMATION AND COMMUNICATION

- Update public information management to include social media strategies and modern communication tools.
- Verify the existence and current status of warning systems such as sirens and public address systems.
- Ensure provisions for pets and livestock are comprehensive and compliant with the PETS Act.

COORDINATION AND COMPLIANCE

- Align the EOP content with the Comprehensive Preparedness Guide 101 to meet FEMA grant requirements.
- Maintain clear documentation and regular updates for MOUs with relevant organizations.
- Verify temporary morgue locations and other logistical considerations.

CONCLUSION

The recommendations provided by Katmai Solutions aim to modernize the Petersburg Borough's Emergency Operations Plan, ensuring it is robust, agile, and fully prepared to address the complexities of modern emergencies. Implementing these updates will enhance the Borough's



emergency management framework, improve operational effectiveness, and ensure alignment with both state and federal guidelines, ultimately increasing the safety and resilience of the Petersburg Borough community.



SECTION B –PLAN REVIEW & RECOMMENDATIONS

REVIEWED DOCUMENT AND BASIS FOR RECOMMENDATIONS

Katmai Solutions reviewed the Petersburg Disaster Response Plan Volume 1 – Administrative Overview and Volume 2 – Emergency Operations Guide, both dated June 2001 as provided. For additional context, we referenced the Petersburg Borough Multi-Hazard Mitigation Plan Update dated March 2018. Code references cited are based on the current version of borough code published on the Borough website during the review period of June – July 2024.

Our recommendations are grounded in the standards set forth in the Comprehensive Preparedness Guide, as published by the Federal Emergency Management Agency (FEMA) in September 2021, Version 3. These guidelines serve as the foundation for our assessment and subsequent advice detailed herein.

GENERAL UPDATE RECOMMENDATIONS

The Petersburg EOP requires timely updates to mirror the evolving nature of policy, procedures, and practical approaches towards preparing for, responding to, and recovering from disaster emergencies. Given the increasing prevalence of disasters both in Alaska and nationwide, maintaining and rigorously training on this plan is not merely crucial for effective response but also vital for securing cost recovery, preparedness grants, and further assistance across governmental levels.

The reviewed plan is over twenty years old and is in need of a major revision to provide for effective usage during a response and recovery to an incident. A large part of our update recommendations includes information that is commonly used in plans, as well as required by various guidance and standards. There is still a large amount of valuable information relevant to Petersburg in the plan, however it may be prudent to undertake a revision process as you would a brand-new plan. This is even more relevant based on procedures outlined in the EOP that are outdated and in conflict with the formation of the Borough/dissolution of the City in 2013 and code changes implemented during the COVID-19 pandemic.

The current plan does not address some current hazards and doesn't use current methodology. For example, there is no consideration given to emergencies involving cyberattack or extremist behavior. Additionally, the plan doesn't incorporate current planning guidance. We recommend the plan be completely revised to reflect current technologies and threats, the items contained in the CPG 101 guidance, and that hazards be updates and defined via the use of annexes to allow for quick reference by staff during a response. We also recommend incorporating the community lifelines concept.



Many of our recommendations require operational updates to Petersburg’s emergency procedures, including those used during response, recovery and preparedness. It is important to frame potential changes to the plan in that context. Many times, especially in smaller jurisdictions, best practices and other recommendations are not possible to achieve with the resources that are available. There is a balance that must be achieved between aspiring to reach a certain level within an emergency management program, and planning for what is reasonable and achievable.

SPECIFIC RECOMMENDATIONS

The following sections outline a series of specific recommendations grouped by focus area and designed to enhance the Emergency Operations Plan for Petersburg. Recommendations were developed based on detailed reviewer comments provided for reference in Section C of this report. These recommendations are the result of a comprehensive review process, focusing on areas that require updates for compliance, clarification of roles and responsibilities, and integration of contemporary best practices in emergency management. The goal is to ensure that Petersburg’s emergency management framework is robust, agile, and fully prepared to address the complexities of modern emergencies, from natural disasters to cyber incidents. Each recommendation is tailored to strengthen the plan’s foundation, improve operational effectiveness, and ensure alignment with both state and federal guidelines, ultimately enhancing the safety and resilience of the Petersburg community.

BASIC PLAN RECOMMENDATIONS

INTRODUCTION AND AUTHORITIES

Additions to Authorities:

- Include Presidential Policy Directive: PPD-8 National Preparedness.
- Reference PL 93-288 as the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended.
- Verify and correct all listed authorities.
- Update AS 26.20 to “Homeland Security and Civil Defense”.
- Specify that Chapter 3.72 is in Borough Code, not city code.
- Verify the status of Ordinance 734.
- Clarify the scope of the new plan to reflect the formation of the Borough and dissolution of the City of Petersburg.



Terminology and Consistency:

- Update the list of emergency types with current terminology: “natural, human-caused, and technological” instead of “environmental, technological, and civil disaster”.
- Consider consistent preparedness messaging for self-sufficiency, potentially extending the advised period from 72 hours to seven days, as practiced in Alaska.
- Ensure that each department maintains an updated emergency plan or remove the reference.
- Use consistent terminology for emergencies, favoring “emergencies” or “disasters” instead of “disaster emergencies”.

Plan Details and Structure:

- Adopt the community lifeline format for reporting incident status.
- Define “special populations” to include “persons with other access or functional needs”.
- Change references to the mayor to use gender-neutral pronouns (they/them instead of he/she/him/her).
- Reconsider the definition of Incident Levels to align with FEMA’s incident typing.
- Include provisions for planned events in plan activation procedures.
- Suggest renaming the Disaster Response Plan to the Emergency Operations Plan, encompassing all emergency management phases.
- Clarify references to the Office of Emergency Management.
- Update the plan review cycle to ensure annual reviews and specify responsible parties for training and exercises.
- The plan should include all components in FEMA guidelines, specifically insuring that all requirements of the CPG 101 guidelines are included to ensure that future grant opportunities are available. This includes the introductory material such as purpose, scope, situation, and assumptions as well as concept of operations, organization and assignment of responsibilities, direction, control, coordination, information collection, communications and coordination, as well as administration and logistics information.

OPERATIONAL COMPONENTS

Plan Activation and Response:

- Update incident activation policies to reflect current practices and FEMA guidelines.
- Ensure plan activation procedures account for different types of incidents, including pre-emptive activations for predicted events.
- Include a comprehensive list of EHS/Hazmat sites, cross-referencing relevant databases.
- Verify and update utility and community services information.



Risk and Hazard Assessments:

- Include updated GIS/Satellite imagery for visual references.
- Reformat hazard and vulnerability assessments for better readability.
- Update hazard assessments to reflect current risks as outlined in the Hazard Mitigation Plan.
- Consider removing discharge maps from the public document to avoid misinterpretation during emergencies.

Technological and Cybersecurity:

- Add sections on technological and cybersecurity threats.
- Verify and update technological references, including emergency communications and notification systems.

Recovery and After-Action Reporting:

- The term “Incident Critique” should be renamed to “After-Action Report/Improvement Plan” throughout this section and the plan.
- Define “qualified personnel” in the context of today’s environment.
- Clarify references and equations used in evacuation planning, ensuring they are up-to-date and verified.
- Address citizens’ rights during evacuation and include steps to handle refusal to evacuate.

Public Information and Communication:

- Update public information management to include social media strategies and modern communication tools.
- Review and ensure accuracy in the communications section, including emergency alert systems and community warning systems.

Logistics and Support:

- Ensure provisions for pets and livestock during emergencies are comprehensive and compliant with the PETS Act.
- Verify and update agreements with partner organizations like the American Red Cross and Salvation Army for shelter management.

STATE AND LOCAL AUTHORITIES

Coordination and Compliance:

- Align the EOP content with the Comprehensive Preparedness Guide 101 as required for certain FEMA grants.



- Ensure all training and exercises comply with HSEEP doctrine.
- Maintain clear documentation and regular updates for MOUs with relevant organizations.
- Verify the existence and current status of temporary morgue locations.

PLAN MAINTENANCE AND REVIEW

Continuous Improvement:

- Establish a clear review cycle and ensure amendments are made following significant incidents or exercises.
- Incorporate feedback from annual interagency exercises and critiques into the plan.
- Maintain an accurate distribution list for all stakeholders and ensure timely updates.



SECTION C – DETAILED REVIEWER COMMENTS

This section contains a detailed list of reviewer comments by page number. These comments formed the basis for and in some cases expand on the recommendations in Section B of this report.

****NOTE:** The page numbers referenced in the following tables indicate the PDF Document page numbers and not the plan page numbers. During editing of the original document page numbers may shift.

BASIC PLAN REVIEW COMMENTS

| Page # | Comment/Recommendation |
|--------|--|
| V1, 6 | Add Presidential Policy Directive: PPD-8, National Preparedness into authorities |
| V1, 6 | Add reference to PL 93-288: Should be referred to as the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended |
| V1, 6 | Authorities: All authorities need to be verified |
| V1, 6 | AS 26.20 correct to “Homeland Security and Civil Defense” |
| V1, 6 | Clarify Ch 3.72 is in Borough Code (not city) |
| V1, 6 | Verify if Ordinance 734 is still in affect |
| V1, 6 | Verify scope: Change references throughout to refer to Borough rather than City. |
| V1, 7 | 1.3 Suggest the list of emergency types that will be prepared for list current terminology. Instead of “environmental, technological, and civil disaster” list “natural, human-caused, and technological” |
| V1, 7 | Consider messaging about citizens and self-sufficiency. Current text refers to “up to 72 hours”. FEMA utilizes the 72 hour metric in some messaging. The state of Alaska preparedness messaging encourages seven days of |



| | |
|--------|---|
| | preparedness. Consider the situation with outside resources and supplies to Petersburg when advising a number for the plan, which should be consistent with any messaging to the community. |
| V1, 7 | Does each department maintain an emergency plan? If not, reference should be removed. If so, consider internal policies of periodic review and maintenance of such plans. |
| n/a | Use of “disaster emergencies” clutters the flow of the documents. Consider using only emergencies or disasters. |
| V1, 7 | Consider removing the details of the incident status report in the section 1.3.1. We recommend adopting the community lifeline format of reporting. |
| V1, 7 | Special Populations vs Vulnerable Populations. Consider adding to the definition of special populations “Persons with other access or functional needs” |
| V1, 12 | Change mayor references from “he” to “they” |
| V1, 8 | Incident Levels: Review internal policy regarding incident activation. It’s generally not necessary to define Level I without plan activation, it may be advisable to define a lower level response (local resources) and a response requiring outside resources that most certainly will translate into a declaration, then a response at a full emergency level that might involve FEMA assets such as a region wide earthquake. It may be advisable to consider reversing the order to correspond with FEMA incident typing, where type 1 is the highest level of complexity and type 5 is the lowest. |
| V1, 10 | Plan activation procedures should include provisions for planned events or those that do not start with an on-scene Incident Commander. Example for a predicted weather pattern or community event. PKEMRA revisions to the Stafford Act recognize declaration and activation in advance of the actual event. |
| V1, 16 | Verify ANNUAL review and amending |



| | |
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| V1, 10 | Suggest that the Disaster Response Plan title be amended to the Emergency Operations Plan and include all phases of emergency management consistent with CPG 101 |
| V1, 12 | References to the Office of Emergency Management should be clarified based on 3.72.020 that this falls under the borough manager's office. |
| V1, 16 | Plan indicates review annually, if this is not being done, update maintenance cycle. Section 2.4 indicates SERC review is required for changes, but SERC is not referenced in any other location in Volume 1 of the plan. Volume 2 has a phone number, but no citation of this requirement or what SERC is. |
| V1, 16 | 2.5 should update verbiage to clarify who is responsible for training and exercise (presumably borough manager office) and should cite that such exercise will be compliant with HSEEP doctrine. |
| V1, 18 | Government: Correct language to reflect the 2013 change from City to Home Rule Borough? |
| V1, 18 | EHS/Hazmat sites should be updated and should be cross-referenced with CRNA/Tier II reporting database |
| V1, 19 | Utility and community services likely need updated. |
| Section 3 | Include GIS/Satellite imagery in addition to current Figures |
| V1, 24 | Reformat Table so risk analysis lines up with the appropriate bullet. It is lost in vulnerability analysis. |



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| V1, 25 | The Hazard Assessment should be updated and also re-formatted to improve readability. Hazard Assessment shown in the EOP should generally mirror those hazards outlined in the Hazard Mitigation Plan. |
| V1, 28 | Consider revisions based on state sponsored terrorism, DVE, and current politico-military climate. |
| V1, 32 | Discharge maps should be updated if the community continued to have them in the plan. It may be advisable to hold such data in another document separate from the EOP, that can be accessed by the emergency response organization. Environmental conditions and other variables can change projections, maps that are publicly available like this could be mis-interpreted during an actual event. |
| V1, 38 | Technological/cybersecurity should be added to this section. |
| V1, Table 4-5 | Format the two pieces of hazmat facilities in the same manner |
| V1, 44 | Format HVA the same way throughout. |
| V2, ToC | Check formatting for readability |
| V2, 26 | Consider revising Section name/Hazard name to capture the risks of today, update throughout section. |
| V2 | Recovery Checklists identify “Incident critique”. Should be After-Action Report/Improvement Plan throughout. |



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| V2, 76 | What consists of the “Package” |
| V2, 86 | Does the Qualified Personnel Roster adequately reflect today’s environment? Excluding Legal Officer, what are the requirements to be “Qualified”? |
| V2, 111 | Use of special populations vs vulnerable populations, access needs, other terminology. |
| V2, 133 | Reference for evacuation equation? If self-created, annotate as such. |
| V2, 134 | Address citizen’s right to refusal regarding evacuation and steps to take. |
| V2, 145 | Is there an MOU with primacy clause in effect with Salvation Army? |
| V2, App C | Have these been verified in the past 5 years? |
| V2, 156, Sec 9.2.1 | Spelling of NIMS vs NIIMS |
| V2, 157, Sec 9.2.5-9.2.6 | Is there an MOU in effect? |



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| V2, 163 | Are there identified Temporary Morgue Locations established? If so, identify them in this section. |
| V2, 168, Sec 10.7.2 | Consider United Way, crisis cleanup, or other 3-4 digit numbers for assistance requests. (i.e. 2-1-1) |
| V2, 169, Sec 10.7.3 | Include a Helpline Email in additional to fax and phone. |
| V2, 176 | Include a graphic of EOC layout(s) during different activation levels |
| V2, Sec 12 | Remove individual names from call rosters, and identify position held. Allows for easier updates by not having to chase down individuals. |
| V2, Sec 13 | Blank |
| V2, 74 | 2.2 Plan Activation: States City Manager is the chief executive, per 3.12.010 should this be Borough Manager. Needs updated to reflect 2013 formation of Borough which dissolved the previous existing City. |
| V2, 75 | Level III Activation states that this is a full activation and “this will include” the entire team. This is in contrast to NIMS doctrine that provide ICS to be modular. Recommend the plan state that all positions may be filled, but ICS allows only needed positions to be filled at the discretion of the IC. |
| V2, 76 | Verify the dispatcher has an SOP of notifications require of an activation. |



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| V2, 76 | Update references to pagers and other technology. |
| V2, 76 | Borough emergency ordinance must be cited. Recommend potential powers that might be incorporated by cited at least by reference (3.72.060?) |
| V2, 77 | C&G staff responsibilities table in a declaration: This seems to read at first glance that command presents all information to city manager. While this would make sense in an ICS context, declarations frequently require language drafted by management, legal, and/or clerk. Suggest clarifying those roles in the process so there is a clear and well defined process. Also suggest template of declaration be included in this plan. |
| V2, 77 | ADES update to DHS&EM |
| V2, 77 | Definition of disaster is outdated and inaccurate, update and/or cite code section |
| V2, 77 | The plan compels situation reports to be published and updated at 12 hour intervals. Suggest updating to “as determined by Incident Commander” to provide flexibility. |
| V2, 78 | Recommend situation reporting use Community Lifeline concept. |
| V2, 79 | FEMA Form 90-91 is FEMA 9-0-91, Project Worksheet |
| V2, 79 | 2.8.1 still has valid information, but consider renaming to a Disaster Assistance Center. The role of voluntary agencies should be emphasized. Some services, such as individual and family grants, are based on the disaster and only available in certain conditions. Language update required. |



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| V2, 85 | Suggest references to IEMS be removed so as not to be confused with NIMS/ICS concepts. |
| V2, 85 | RMAC is cited in org chart but not defined until much later in the plan. Verify this entity still exists and is relevant to the EOP and define. |
| V2, 86 | 3.2.2: The terminology of all ages “with responsibility for an incident” should be clarified that this means legal jurisdictional authority vested in local, state, or federal law or regulation. |
| V2, 89 | The public information organization is a good method to manage information, but it raises information if the organization can be staffed at the necessary level. The org chart and procedure should be reviewed for relevance and update necessary technologies. For instance, Emergency Broadcast System is depreciated, and PIO’s now may be involved in field operations beyond a shelter to assistance centers, reception centers, and more. |
| V2, 90 | Plan needs updated to social media resources, information strategy methodology, and potential JIS functions. |
| V2, 97 | 5.1/5.2/5.3: Review communications description to ensure accuracy. Net information is based on ICS curriculum that is one way to organize radio information, but may not be applicable to a jurisdiction the size of Petersburg. In addition, other methodologies such as phone, runners, digital should be addressed in the plan. |
| V2, 100 | Petersburg should have a standalone EAS plan; the state EAS plan would not apply for local emergencies. Verify plan and ensure communications section is consistent with the most updated version. |
| V2, 100 | Verify Petersburg ARES is still active and information accurate. |
| V2, 101 | Verify federal radio caches exist and dispatch capabilities are still valid and haven’t been consolidated |



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| V2, 111 | Verify that Sirens and public address systems still exist; update any other relevant methods such as community warning systems for cell phones, WEA, etc |
| V2, 112 | Verify sirens still use the stated warning formats and operating procedures. |
| V2, 132 | Per State Statute, registered fire departments can also order an evacuation. |
| V2, 134 | Update facilities/special considerations table. |
| V2, 137 | Provisions for pets are not addressed. The Stafford Act, amended with the PETS act of 2006, require local plans to address pets. |
| V2, 146 | Verify American Red Cross still has valid agreements for shelter management and has the capability to provide. In many cases Red Cross response is dependent on volunteers. The plan should address sheltering when the Red Cross is not available. |
| V2, 146 | Recommend Mass Care include descriptions/procedures for assistance or reception centers as well as sheltering. |
| V2, 146 | 8.1.4 The pet section needs to be amended with a more comprehensive plan for the accommodate of pets and livestock. |
| V2, 166 | Add environmental considerations to 10.2 |



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| <p>No Page</p> | <p>Consider incorporating Community Lifeline into EOP. The community lifelines construct is an objectives-based approach to incident response that prioritizes the rapid stabilization of key functions after a disaster. A lifeline enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security—the most fundamental services in the community that, when stabilized, enable all other aspects of society to function.</p> <p>When lifelines are disrupted during an incident, decisive intervention is required to stabilize them. Consequently, accounting for lifelines in the planning process can inform representation on the planning team and the content of EOPs. Although developed to support response planning and operations, community lifelines are relevant across the entire preparedness cycle: protecting lifelines, preventing, and mitigating potential impacts to them, and building back stronger during recovery.</p> |
| <p>No Page</p> | <p>EOP content is recommended to be aligned with the guidance published in the Comprehensive Preparedness Guide 101 published by FEMA (updated 2024). If Petersburg is a recipient of certain DHS grants, this guidance may be required.</p> |



Mayor's Report March 2, 2026 Assembly Meeting

1. **School Board/Assembly Work Session:** The Assembly held a work session with the school board on February 26th. We appreciate the Board's collaboration and the opportunity to discuss upcoming priorities.
2. **Seeking Letters of Interest:** The Petersburg Borough is accepting letters of interest from citizens who wish to serve the community as Planning Commissioner until the October 2026 municipal election. Letters of interest should be submitted to the clerk at the Borough offices located at 12 S. Nordic Drive; by sending to PO Box 329, Petersburg, AK 99833; or by emailing to bregula@petersburgak.gov.



**Borough Manager's Report
Assembly Meeting 02 March 2026**

- ❖ Liz and Glo had the opportunity to meet with the newly assigned BUILD project manager & Federal team for the Scow Bay project last week. The team is reviewing the project funding requirements and will populate a draft agreement that will outline the scope of the project, schedule and budget that will get finalized and obligate the funds for construction.
- ❖ Library passport services hours have expanded to 9–4, M–F.
- ❖ Recruitment is underway for a part-time Library Clerk.
- ❖ Upcoming programs at the library include Lego Club, Baby Raven Reads, Rainforest Writers, Yoga with Karen, presentations on heat pumps and a Petersburg Science Series presentation on landslides.
- ❖ McMillen Inc., the Borough's consultant who recently completed the Dam Breach Study on Crystal Lake Dam, has completed the analysis and report. Based upon much more accurate topographic information, and advanced computer modeling, the Consultant has determined that a flood from a dam break of Crystal Lake will not be as catastrophic as was modeled in 1985. McMillen has shown that there would be virtually no risk of loss of life at the hatchery or the homes of the hatchery employees. Further, with the existing dam breach alarms in place there is ample time for residents and employees to evacuate the area before the peak flood waters arrive. PMPL has forwarded the report and data to FERC with a letter requesting a review and reduction in the potential hazard classification from "high" to "low".
- ❖ Factory acceptance testing for the Scow Bay #2 step-up transformer took place on February 23- 26 at the vendor's factory in India. PMPL's inspector provided daily interim reports, and a final report of the overall testing effort is expected soon.
- ❖ PMPL recently had an Altec mechanic come to town for some warranty work on the line trucks.
- ❖ PMPL staff continues to train a new operator on the diesel power plant and hydro operations.
- ❖ Dawson Construction achieved 65% design on the Scow Bay #2 generator project in February and will have a 65% cost estimate by mid-March.
- ❖ PMPL has received a good level of interest in the Main Street Lighting project and looks forward to the bid opening on March 6th.
- ❖ PMPL has submitted the first project for DOE approval under the Tribal Grid Resiliency Grant program and is waiting for federal approvals. This project will focus on completing the local AMI metering deployment in Petersburg. Thanks to the Petersburg Indian Association for working with the Borough on this grant.

- ❖ PMPL is developing a set of “dashboard” metrics to share with the community, including system health, capacity/usage trends, and heating degree data to help illustrate various impacts on the average customer bill. We expect some or all this information to be available on our website in the near future. We will welcome feedback or suggestions from the Assembly and public when the information is publicly available.
- ❖ Welcomed a new permanent employee, Devon Guthrie, who has been hired as a Laborer in the Streets crew.
- ❖ The motor pool foreman has begun training the new mechanic trainee in motor pool operations and preventative maintenance procedures.
- ❖ We are actively recruiting a Sanitation Operator. No experience is required; CDL and training are provided. See the Borough website for additional details.
- ❖ Progress continues at Pump station 4; engineers from PND and Morris Engineering completed a site visit with pump and control inspections on February 17th.
- ❖ Staff recently improved the pumps at the Cabin Creek Pump Station, with help from Mattingly Electric.
- ❖ Laura Holder was hired for an open dispatch/corrections position.
- ❖ Chief Kerr conducted a question-and-answer session with First Bank regarding fraud prevention & awareness.
- ❖ Recently the PD has seen a rise in minor vehicle accidents due to snowfall. The PD wants to remind drivers to exercise caution.
- ❖ Assisted living has recently filled multiple positions including cook, custodian, and resident assistant. We are currently advertising for a second Employee Supervisor and on-call resident assistants.
- ❖ Assisted Living is enjoying the lively addition of four new residents and welcomes all friends, family members and volunteers to brighten our days.
- ❖ Elderly Housing’s cooler and freezer project is currently underway, with APEX Refrigeration starting to methodically disassemble and store the refrigeration panels.
- ❖ PVFD will begin hosting its Intro to Firefighting Class beginning Saturday, March 7th through April 18th. These classes will run every Saturday 8a-5p and is a great opportunity to learn the ins and outs of firefighting. Contact Chief Bird or Ryan Welde or call the station at 907-772-3355 for more information.
- ❖ Tim Koeneman will celebrate his 50th year in the Petersburg Volunteer Fire Dept in March, This is a major milestone and Tim is only the third person to do so. Please join us in congratulating him!
- ❖ There will be a port security meeting in the assembly chambers on April 15th at 9am.
- ❖ New gymnasium schedule posted on Facebook, website, and around the Community Center. Keep an eye out for added swim and gym time during Spring Break!

**PETERSBURG BOROUGH
ORDINANCE #2026-04**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP FOR SERVICE AREA 1
OF THE PETERSBURG BOROUGH TO ZONE A PARCEL OF BOROUGH
TIDELAND INDUSTRIAL (I-1) WITHIN THE MARINE INDUSTRIAL OVERLAY ZONE
SUBDISTRICT**

WHEREAS, the Petersburg Borough owns a parcel of tidelands as shown on Attachment A hereto, and more specifically described as follows:

Commencing at corner 4 of the U.S. Coast Guard Float Lease, said corner shown on City of Petersburg Coast Guard Float Lease Plat #89-4 by Rick Braun L.S. #5485, which shall also be designated as corner 1 and the Point of Beginning of the ACL Lease Parcel, thence S 57°40'00" W a distance of 300.00' to corner 2 of the ACL Lease Parcel, thence N 32°20'00" W a distance of 75.00' to corner 3 of the ACL Lease Parcel, thence N 57°40'00" E a distance of 300.00' to corner 4 of the ACL Lease Parcel, thence S 32°20'00" E a distance of 75.00' to corner 1 of the ACL Lease Parcel and the Point of Beginning

("the parcel"); and

WHEREAS, the parcel is currently unzoned; and

WHEREAS, American Cruise Lines, Inc. (ACL) has filed an application to lease the parcel to construct a mooring float and gangway, to dock their marine passenger vessels and onload and offload passengers and supplies; and

WHEREAS, in connection with that application, a petition to zone the parcel was submitted to the Planning Commission by the Borough Manager on December 9, 2025; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on the proposed zoning on January 13, 2026, and considered and reviewed applicant materials, public comments and testimony, and staff report; and

WHEREAS, a recommendation to zone the parcel Industrial (I-1), in the Marine Industrial Overlay Zone subdistrict, passed the Planning Commission by a vote of 6-0; and

WHEREAS, the Borough is currently negotiating the terms and conditions of lease of the parcel to ACL, said parcel to be zoned in conjunction with the lease; and

WHEREAS, Chapter 19.84 of the Petersburg Municipal Code (Service Area 1) provides for zoning amendments whenever the public necessity, convenience or general welfare requires; and

WHEREAS, Borough Charter Section 3.01(K) and Section 1.12.010(G) of the Municipal Code require amendments to the official zoning map be enacted by ordinance.

THEREFORE, THE PETERSBURG BOROUGH ORDAINS as follows:

**PETERSBURG BOROUGH
ORDINANCE # 2026-04**

Section 1. Classification. This Ordinance is of a general and permanent nature but will not be codified in the Municipal Code.

Section 2. Purpose. The purpose of this Ordinance is to amend the Official Zoning Map for Service Area 1 of the Petersburg Borough.

Section 3. Substantive Provisions.

Zoning of Parcel.

The Official Zoning Map for Service Area 1 of the Petersburg Borough, codified and referenced in Section 19.08.020 of the Municipal Code, is hereby amended to zone the following described parcel Industrial (I-1), within the Marine Industrial Overlay Zone subdistrict:

Commencing at corner 4 of the U.S. Coast Guard Float Lease, said corner shown on City of Petersburg Coast Guard Float Lease Plat #89-4 by Rick Braun L.S. #5485, which shall also be designated as corner 1 and the Point of Beginning of the ACL Lease Parcel, thence S 57°40'00" W a distance of 300.00' to corner 2 of the ACL Lease Parcel, thence N 32°20'00" W a distance of 75.00' to corner 3 of the ACL Lease Parcel, thence N 57°40'00" E a distance of 300.00' to corner 4 of the ACL Lease Parcel, thence S 32°20'00" E a distance of 75.00' to corner 1 of the ACL Lease Parcel and the Point of Beginning, as further shown on Attachment A hereto.

Section 4. Where Record to be Maintained. This non-Code ordinance, and the enactment of the zoning amendment referenced under Section 3 of this ordinance, shall be maintained with the zoning records of the Borough.

Section 5. Effective Date. This Ordinance will be effective immediately upon adoption.

PASSED and APPROVED by the Assembly of the Petersburg Borough, Alaska this 2nd day of March, 2026.

Bob Lynn, Mayor

ATTEST:

Rebecca Regula, Borough Clerk

Adopted:
Published:
Effective:

PLANNING COMMISSION REPORT

| | |
|-------------------------------|-----------------------|
| Action # | 2026-0103 |
| Meeting Date: | 1/13/2026 |
| Applicant(s): | Petersburg Borough |
| Property Owner(s): | Petersburg Borough |
| Property Address: | 121 Dock Street |
| Legal Description: | |
| Parcel ID | 01-008-099 (proposed) |
| Acreage/Lot Size | 28,800 Sq. Ft. |
| Current Zoning | n/a |
| Comp Plan Designation: | n/a |
| Request Type: | Zoning Map Amendment |

EXECUTIVE SUMMARY

Applicant Request: Assign a zoning classification of Industrial - Marine Industrial Overlay to a proposed lease parcel that is currently unzoned.

Recommendation: Recommend Approval

Key Issues: The proposed lease is a new lease lot to American Cruise Lines (ACL). Borough property must be zoned prior to lease or sale.

PROJECT DESCRIPTION

Proposal Details

| | |
|----------------------|--|
| Intended Use | Mooring Float for commercial passenger vessel. |
| Building/Development | n/a |
| Site Improvements | Moorage float |
| Operations Plan | n/a |
| Timeline | |

Site Characteristics

| | |
|----------------------|-------------|
| Size: | 28,800 sf |
| Topography: | water |
| Existing Structures: | none |
| Legal Access: | Dock Street |
| Utilities: | none |
| Constraints: | none |

ZONING AND LAND USE ANALYSIS

Proposed Zoning

| | |
|-------------------------|--|
| Zone | Marine Industrial Overlay |
| Intent | The Marine Industrial Overlay (MIO) Zone is established to protect and promote the maritime economy by restricting uses on certain land or tidelands |
| Principal Uses | Uses outlined in Section 19.50.040 for MIO include harbors, marinas, mooring facilities. |
| Conditional Uses | There are no conditional uses in the MIO. |

| Surrounding Zoning | | Actual Land Use | |
|--------------------|---------------------------|-----------------|-----------------------|
| North | Marine Industrial Overlay | | Commercial/Industrial |
| South | Marine Industrial Overlay | | Commercial/Industrial |

| | |
|------|---------------------------|
| East | Marine Industrial Overlay |
| West | n/a |

| |
|-----------------------|
| Commercial/Industrial |
| Vacant |

Development will be directed by lease agreement with the applicant. The lease agreement sets allowed uses, terms of use, etc.

STANDARDS ANALYSIS (PMC 19.84)

Impact on proposed site and surrounding properties, if any, of proposed activity:

1. Findings as to need and justification for the proposed change
2. Findings as to impact on the Comprehensive Plan

DEPARTMENT REVIEWS

| Department Name | Comments |
|-----------------|------------------------------------|
| Public Works | No comments. |
| Power & Light | No comments. |
| Fire/EMS | No comments. |
| Harbor Dept. | Supports Rezone. See attachment E. |

PUBLIC NOTICE

The borough provided public notice consistent with PMC 19.84.040. Notice was mailed by first class mail to the owner of record of the property within a distance of six hundred feet of the exterior boundary of the property that is the subject of the application. See Attachment D for notification list.

FINDINGS AND CONDITIONS OF APPROVAL

Findings of Fact

- Finding 1: The borough intends to lease a portion of tidelands/submergedlands for construction of a mooring facility.
- Finding 2: Borough codes requires borough-owned property to be zoned prior to lease or sale.
- Finding 3: The location and proposed use of the parcel is consistent with Marine Industrial Overlay
- Finding 4: The zoning is consistent with Goal 5 of the Land Use Chapter of the Comprehensive Plan to prioritize water-dependent uses on the waterfront and allow for a diversity of uses to maximize value.

ATTACHMENTS

- A. Maps
- B. Applicant Materials
- C. Public Comments
- D. Public Notice
- E. Harbor Board Minutes
- F. Harbormaster Comments
- G. Meeting Minutes

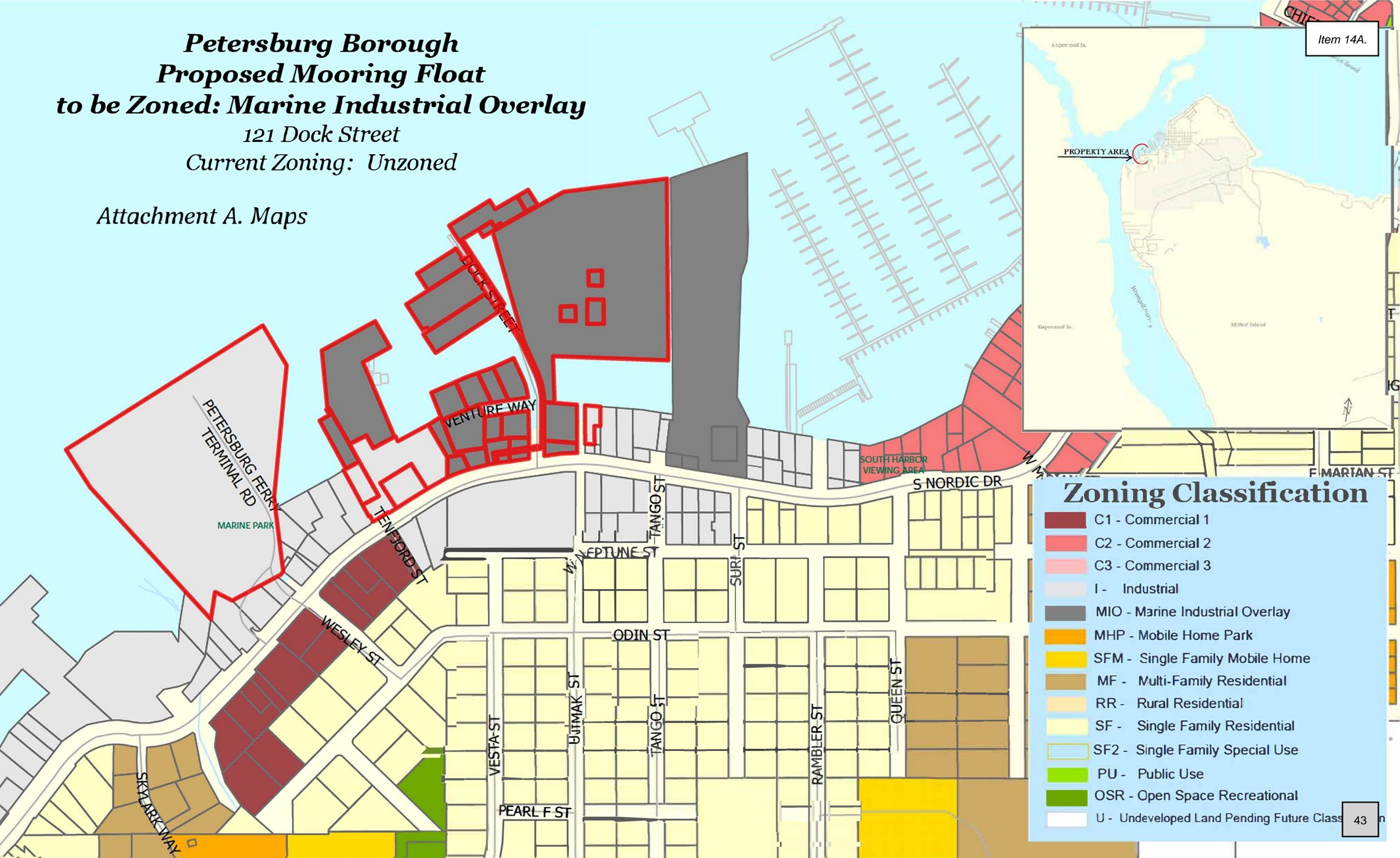
RECOMMENDATION: The Planning Commission recommends the Borough Assembly approve the application to zone the proposed ACL lease lot to Industrial and include the parcel within the boundaries of the Marine Industrial Overlay.

AYE: 6
 NAY: 0
 ABSENT: 1

Petersburg Borough Proposed Mooring Float to be Zoned: Marine Industrial Overlay

121 Dock Street
Current Zoning: Unzoned

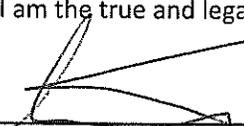
Attachment A. Maps



Zoning Classification

- C1 - Commercial 1
- C2 - Commercial 2
- C3 - Commercial 3
- I - Industrial
- MIO - Marine Industrial Overlay
- MHP - Mobile Home Park
- SFM - Single Family Mobile Home
- MF - Multi-Family Residential
- RR - Rural Residential
- SF - Single Family Residential
- SF2 - Single Family Special Use
- PU - Public Use
- OSR - Open Space Recreational
- U - Undeveloped Land Pending Future Class

Item 14A.

|  PETERSBURG BOROUGH ZONING CHANGE REQUEST | | | |
|---|----------------------|-------------------------|---------------------|
| For Borough Use | | Date: | |
| Base Fee: \$100 | | Check No. or CC: | |
| Public Notice Fee: \$70 | | Received by: | |
| Total: \$170 | | Code to: 110.000.404110 | |
| APPLICANT INFORMATION | | | |
| NAME: Petersburg Borough | | | |
| PROPERTY INFORMATION | | | |
| PHYSICAL ADDRESS or LEGAL DESCRIPTION: end of Dock Street | | | Lot Size: 25,000 sf |
| LOT: | BLOCK: | SUBDIVISION: | PLAT #: |
| PARCEL ID: | ZONE: Unzoned | | OVERLAY: |
| Current Use of Property: Vacant | | | |
| Proposed Use of Property: Mooring Float | | | |
| LEGAL ACCESS AND UTILITIES | | | |
| WASTEWATER SYSTEM: What is the current or planned system? <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> DEC-approved on-site system | | | |
| WATER SOURCE: What is the current or planned system? <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Cistern/Roof Collection <input type="checkbox"/> Well | | | |
| LEGAL ACCESS TO LOT(S) (Street Name): Dock St | | | |
| SUBMITTALS | | | |
| Please submit letter stating the new zoning and explaining the need for the change. | | | |
| SIGNATURE(S) | | | |
| I hereby affirm all the information submitted with this application is true and correct to the best of my knowledge. I also affirm that I am the true and legal property owner-or-authorized agent thereof for the property subject herein. | | | |
| Applicant(s):  | | Date: 12/9/2026 | |
| Owner (if different from applicant): _____ | | Date: _____ | |
| Owner (if different from applicant): _____ | | Date: _____ | |



December 19, 2025

RUTHERFORD ANDREW
PO BOX [REDACTED]

NOTICE OF SCHEDULED PUBLIC HEARINGS

The Petersburg Borough Planning Commission has scheduled a public hearing to consider:
Recommendation to the Borough Assembly regarding a rezone of a proposed lease lot at the end of Dock St. from un-zoned to Industrial with Marine Industrial overlay. (PID: 00-000-000)

| | |
|---|--|
| The public hearing and consideration of the application will be held: | Tuesday, January 13, 2026, at 12:00 PM Assembly Chambers, Municipal Building 12 South Nordic Drive, Petersburg, Alaska. |
| The meeting is open to the public. To attend via ZOOM , please contact Anna Caulum at 907-772-5409. | |

Interested persons desiring to present their views on the applications, either in writing or verbally, will be given the opportunity to be heard during the above-mentioned hearing. Said hearing may be continued from time to time as necessary. If the Planning Commission is unable to meet at the date and time stated above, this application will be considered at a future meeting with no further notice provided except for the general notice provided to the public.

| TO SUBMIT WRITTEN COMMENTS TO THE PLANNING COMMISSION | |
|--|---|
| By Mail: | PO Box 329, Petersburg, Alaska 99833 |
| By Email: | acaulum@petersburgak.gov |
| Hand-Deliver: | Petersburg Municipal Building, 12 S. Nordic Dr. |

The Petersburg Municipal Code (PMC) provides for an appeal of a Planning Commission decision to the Borough Assembly by the property owner or a governmental agency, or any property owner within 600' of the applicant property and requires that such an appeal be filed within 10 consecutive calendar days of the date the decision is made. For more information regarding appeal requirements, please see PMC Chapter 19.92.

Sincerely,

Liz Cabrera
 Community & Economic Development Department

| Name1 | Name2 |
|------------------|-------|
| CHRIS FRY | |
| HEATHER O'NEIL | |
| SARAH FINE-WALSH | |
| JOHN JENSEN | |
| JOSHUA ADAMS | |
| MARIETTA DAVIS | |
| MIKA CLINE | |

ALASKA COMMERCIAL ELECTRONICS LLC
ALASKA STATE OF
BIRCHELL PROPERTIES LLC
CORLS CUSTOMS LLC
ISLAND REFRIGERATION LLC
NORDIC HOUSE BED & BREAKFAST INC
PETERSBURG FLYING SERVICES LLC
PETRO 49 INC
PISTON AND RUDDER SERVICE INC
ROCKY'S MARINE INC.
ROSVOLD ERIC
RUTHERFORD ANDREW
US COAST GUARD
US FOREST SERVICE
ALASKA DOT & PF

Minutes from Petersburg Harbor and Ports Advisory Board Regular meeting Wednesday 26th, at 6:30 pm in the Assembly Chambers.

1. ROLL CALL The meeting was called to order by Former Chairman Martin at 6:30pm.
Present: Board Members Kittams, Spigelmyre, Knight, McDonald, Randrup, and Cardenas and Liaison Schwartz
Absent: Member Roberge, excused
Public in attendance: Jeff Meucci, Bob Martin
Zoom attendance: NA
Staff: Harbormaster Wollen & Ed Tagaban
2. APPROVAL OF THE MINUTES: The minutes of April 3rd, 2025, regular meeting was approved as written.
3. AMENDMENT & APPROVAL OF MEETING AGENDA: Agenda was approved as written
4. PERSONS TO BE HEARD RELATED TO AGENDA: N/A
5. PERSONS TO BE HEARD RELATED TO UNRELATED TO AGENDA: N/A
6. HARBOR MASTER REPORT:
 - A. Report attached
7. UNFINISHED BUSINESS: N/A
8. NEW BUSINESS:
 - A. **Appointment of Board Chair and Vice Chair:**
Member McDonald made the following motion, seconded by Member Randrup.
“I nominate Casey Knight to Board Chair and Don Spigelmyre as Vice Chair”.
Past Chairman Martin opened the discussion allowing members to give opinion and ask questions of candidates, no questions asked. Motion carried 6-0. Member Knight resumed the meeting as Chair.
 - B. **American Cruise Lines Lease Application:**
Chairman Knight asked Harbormaster Wollen to update the Board on the status of ACL proposed partnership with the Borough to build a multipurpose small cruise ship dock and review what led to the change of course to pursue the tidelands lease to build a private facility. Member Spigelmyre made the following motion, seconded by Member Kittams. ***“The Harbor recommends the approval of the American Cruise Lines Lease Application to the Borough Assembly”.*** Upon discussion, Member McDonald made an amendment, seconded by member Spigelmyre: ***“to include in the main motion recommendations for appropriate controls as part of the lease agreement as well as a request to allow the lease agreement to come back before the Harbor Board prior to Assembly approval.”***
Amendment passed with voting Yea: Board Chair Knight, Member Spigelmyre, Member Kittams, Member Cardenas, Member McDonald and voting NO: Member Randrup.
The original motion was amended to read, ***“The Harbor Board recommends the approval of the American Cruise Lines lease application with appropriate controls as part of the lease agreement and requests the final draft is allowed a final review by the Board prior to Borough Assembly approval”.***
Motion carried with voting Yea: Board Chair Knight, Board Member Spigelmyre, Board Member Cardenas, Board Member Kittams, Board Member McDonald and voting NO: Member Randrup.

C. Proposed 2026 Proposed Rate Increase:

Chairman Knight asked Harbormaster Wollen to update the Board and provide background on proposed rate increase. Member McDonald made the following motion, seconded by Member Spigelmyre ***“The Harbor Board recommends the approval of the proposed 2026 rate increase to the Borough Assembly”***. Motion carried with voting YEA: Board Chair Knight, Member Spigelmyre, Member Kittams, Member McDonald and voting NO: Member Randrup and Member Cardenas.

D. South Harbor Parking Lot/Drive Down Paving Project:

Chairman Knight asked Harbormaster Wollen to present the proposed paving project and provide background on the SECON quote. Member Spigelmyre made the following motion, seconded by Member Kittams. ***“The Harbor Board recommends the approval of the proposed South Harbor Parking Lot/Drive Down Paving Project to the Borough Assembly”***. Motion carried with voting YEA: Chairman Knight, Member Spigelmyre, Member Kittams, Member Cardenas, Member McDonald and voting NO: Member Randrup.

9. COMMUNICATION: N/A
10. DISCUSSION ITEMS: N/A
11. ADJOURN: The Board adjourned at 7:32 pm.

Date Approved _____



RE: January Planning Commission

From Glorianne Wollen [REDACTED] >

Date Tue 12/9/2025 10:13 AM

To Liz Cabrera [REDACTED]; Karl Hagerman <k[REDACTED]>; Aaron Marohl [REDACTED]; Aaron Hankins [REDACTED]; Ryan Welde [REDACTED]; Dan Bird [REDACTED]; James Kerr [REDACTED]

The Harbor Department is supportive of the rezone of the proposed ACL lease parcel to Industrial Marine Industrial Overlay. It is important to the community now and in the future that these tidelands are specifically zoned for a marine based industry waterfront access and use. The Marine Industrial Overlay protects the intrinsic value of limiting the use to maritime industry and will achieve the goal of keeping this Borough property economically affordable and active.

Thanks,
Glo Wollen
Harbormaster

From: Liz Cabrera [REDACTED]

Sent: Monday, December 8, 2025 10:40 AM

To: Karl Hagerman [REDACTED]; Aaron Marohl <a[REDACTED]> Aaron Hankins [REDACTED]; Ryan Welde [REDACTED]; Dan Bird [REDACTED]; James Kerr [REDACTED]; Glorianne Wollen [REDACTED]

Subject: January Planning Commission

Hello,

Please let me know if you have any comments on the following attached applications:

1. Minor Subdivision at 1200 Haugen
2. Variance at 506 Excel St.
3. Rezone of proposed ACL lease parcel at the end of Dock ST to Industrial/Marine Industrial Overlay (attached is their original lease application so you have a visual).

Thanks,
Liz
Liz Cabrera
Community Development
Petersburg Borough
PO Box [REDACTED]
Petersburg AK 99833
[REDACTED]



Petersburg Borough

12 South Nordic Drive
Petersburg, AK 99833

Meeting Minutes

Planning Commission

Regular Meeting

Tuesday, January 13, 2026

12:00 PM

Assembly Chambers

1. Call to Order

The meeting was called to order at 12:00PM.

2. Roll Call

PRESENT

- Commission Chair Chris Fry
- Commission Vice-Chair Heather O'Neil
- Commissioner Marietta Davis
- Commission Secretary Sarah Fine-Walsh
- Commissioner Joshua Adams
- Commissioner Mika Cline

ABSENT

- Commissioner John Jensen

Commission Chair Fry Excused Commissioner Davis from the past 2 meetings, Commissioner Jensen from the past two meetings as well as himself from the previous meeting.

3. Acceptance of Agenda

Commission Chair Fry mentioned public hearing item A. Consideration of an application from Central Council Tlingit Haida for a minor subdivision at 1200 Haugen Drive will be postponed to the March meeting because of a presentation they will be doing in February to answer questions.

Motion to amend the agenda made by Commission Secretary Fine-Walsh, Seconded by Commission Vice-Chair O'Neil.

Voting Yea: Commission Chair Fry, Commission Vice-Chair O'Neil, Commissioner Davis, Commission Secretary Fine-Walsh, Commissioner Adams, Commissioner Cline

The agenda was accepted as amended.

Motion to made by Commission Secretary Fine-Walsh

All in Favor Voting Yea: Commission Chair Fry, Commission Vice-Chair O'Neil, Commissioner Davis, Commission Secretary Fine-Walsh, Commissioner Adams, Commissioner Cline

4. Approval of Minutes

A. December 9, 2025, meeting minutes

The December 9, 2025, meeting minutes were unanimously approved.

Motion made by Commissioner Cline, Seconded by Commission Secretary Fine-Walsh.

Voting Yea: Commission Chair Fry, Commission Vice-Chair O'Neil, Commissioner Davis, Commission Secretary Fine-Walsh, Commissioner Adams, Commissioner Cline

5. Public Comments

None

6. Consent Calendar

None

7. Public Hearing Items

A. Consideration of an application from Central Council Tlingit Haida for a minor subdivision at 1200 Haugen Drive (PID: 01-012-010).

Postponed to March meeting

B. Recommendation to the Borough Assembly regarding a vacation of a portion of the North 9th Street right-of-way.

Motion made by Commission Secretary Fine-Walsh, Seconded by Commissioner Cline.

Commission Secretary Fine-Walsh mentioned the staff findings were persuasive and consistent with comments from adjacent landowners that this would be beneficial to them.

Commission Chair Fry and Commissioner Adams agreed that this seems straightforward.

Lizzy Thompson spoke confirming that she submitted the vacation application. She also stated that she, Harold Medalen, and Craig Curtis are interested in purchasing the property; however, the other neighboring party is not interested.

Voting Yea: Commission Chair Fry, Commission Vice-Chair O'Neil, Commissioner Davis, Commission Secretary Fine-Walsh, Commissioner Adams, Commissioner Cline

C. Recommendation to the Borough Assembly regarding a rezone of a proposed lease lot at the end of Dock St. from un-zoned to Industrial with Marine Industrial overlay. (PID: 00-000-000)

Harbormaster Glorianne Wollen spoke in support of recommending the rezone to the Borough Assembly.

Motion made by Commission Secretary Fine-Walsh, Seconded by Commissioner Adams.

Voting Yea: Commission Chair Fry, Commission Vice-Chair O'Neil, Commissioner Davis, Commission Secretary Fine-Walsh, Commissioner Adams, Commissioner Cline

D. Recommendation to the Borough Assembly to pursue a land exchange with Tidal Networks for the Rory Rd property for publicly owned land for the purpose of relocating a planned communications equipment tower to a lower impact area, such as the shooting range.

Greg Browning resident of Papke's spoke on behalf of himself in support of the land exchange. He does not want to see a tower in his neighborhood.

Tom Kowalske spoke representing himself, he is in support of a land exchange to relocate the planned tower.

Judy Ohmer spoke representing herself as well as the 230 residents who have signed a statement of concern regarding the location of towers. She encouraged the Planning Commission to pass this recommendation to the Borough Assembly.

Sarah Holmgrain spoke representing herself as well as being a real estate business owner in town. She would like to see the Planning Commission recommend to the Borough Assembly a land swap. From a real estate point of view, towers will hamper people in that vicinity from selling their property.

Rebecca Knight spoke representing herself with concerns regarding tower locations. She is in favor of a land exchange.

Nicole McMurren spoke representing herself, she is curious why we are working so hard to accommodate something that she's not hearing a groundswell of support for.

John Murgas spoke representing himself. He commended the Kvernvik's for their well written letter in the packet. He would like to see towers in alternate locations.

David Beebe spoke representing himself. He spoke of his past experience on the Planning Commission and founding principles and meaning of government, of the people, for the people and by the people. He urged the Commission to table this resolution (minor subdivision) for reasons of abandoning ethics in violation of the public trust.

Motion made by Commission Secretary Fine-Walsh, Seconded by Commissioner Davis.

A proposed amendment to the motion made by Commission Secretary Fine-Walsh to add language to the recommendation at the end of the sentence - such as the shooting range or the Borough owned land on the Falls Creek Road past the mill.

Director Liz Cabrera mentioned the Borough doesn't own that land, it's State owned.

Proposed amendment to the motion receives no second.

A proposed amendment to the motion made by Commission Vice-Chair O'Neil to recommend to the Borough Assembly they look into acquiring from the State some land at Falls Creek that would suffice for an alternative location of the Papkes tower. Seconded by Commissioner Adams.

Discussion.

Commission Vice-Chair O'Neil made an amendment to the amendment to Recommend to the Borough Assembly to pursue a land exchange with Tidal Networks for the Rory Rd property for publicly owned land for the purpose of relocating a planned communications equipment tower to a lower impact area. Seconded by Commissioner Secretary Fine-Walsh.

Voting on the amendment to the amendment Yea: Commission Chair Fry, Commission Vice-Chair O'Neil, Commissioner Davis, Commission Secretary Fine-Walsh, Commissioner Adams, Commissioner Cline.

Commission Secretary Fine-Walsh further made an amendment to the amendment to remove the words "publicly owned" from the recommendation. Seconded by Vice Chair O'Neil.

Voting on the amendment to the amendment:

A Recommendation to the Borough Assembly to pursue a land exchange with Tidal Networks for the Rory Rd property for land for the purpose of relocating a planned communications equipment tower to a lower impact area.

Voting Yea: Commission Chair Fry, Commission Vice-Chair O'Neil, Commissioner Davis, Commission Secretary Fine-Walsh, Commissioner Adams, Commissioner Cline

Voting on the motion as amended.

A Recommendation to the Borough Assembly to pursue a land exchange with Tidal Networks for the Rory Rd property for land for the purpose of relocating a planned communications equipment tower to a lower impact area.

Voting Yea: Commission Chair Fry, Commission Vice-Chair O'Neil, Commissioner Davis, Commission Secretary Fine-Walsh, Commissioner Adams, Commissioner Cline

8. Non-Agenda Items

A. Commissioner Comments

- Continuation of discussion on recommendation to Borough Assembly regarding Wireless Communication Facilities

Commission Vice-Chair O'Neil read into record a proposal for an actionable item for next month's agenda. The proposal would change and add language to ordinances 19.44.020, 19.32.020, 10.36.020 dealing with principal permitted uses to add line items titled "Communication Equipment, Commercial Wireless Communications Facilities, Broadband and 5G, 6G.

Commission Secretary Fine-Walsh stated that the Commission is working on a proposal for zoning changes. The current Borough code is pre cell phone and does not contemplate communication towers. She encouraged the community to give feedback and comments.

Motion made by Commission Vice-Chair O'Neil, Seconded by Commission Secretary Fine-Walsh.

Commission Chair Fry spoke to say that the Commission is barred from making decisions based on the potential health risks of any transmitter by the federal government.

Commissioner discussion.

Jackie Tyson spoke representing herself she has concerns about the tower planned to be constructed by her home at Papkes.

Greg Browning spoke representing himself. He questioned how a second service area would work as far as Papkes lack of service and the taxation change.

Commission Secretary Fine-Walsh spoke to say what folks are looking for is a new service area not an extension of service area 1, because it would affect taxes and building codes.

Judy Ohmer spoke on behalf of herself mentioning during a Borough Assembly meeting, they were talking about a new service area 2 being created and the manager said it would take 3 years.

Tom Kowalske spoke representing himself referring to documents he gathered from the Environmental Health Trust along with Children's Health Defense sued the FCC and won. He encouraged the Commission to read the decision.

Emergency Services Director Aaron Hankins spoke to say, currently, as far as he is aware the building official, fire marshal, nor Police officers have jurisdiction outside of service area 1.

Commissioner Discussion.

Scott Newman representing himself he encouraged the Commissioners to not use the Borough of Haines ordinance as a starting point but to look at other communities' ordinances like Juneau who have two attorneys on staff at every meeting.

Nicole McMurren spoke on her own behalf with concerns that Tlingit and Haida has not proven the need. In attempt to serve the loudness of the community, we are trying to do something very large too quickly.

Tara Lucas spoke representing herself she feels we are being cornered by the towers and likes the idea of the alternative cables.

Discussion.

Commission Chair Fry called a special meeting January 23, 2026, from 10AM - 12:00PM in the Assembly Chambers to discuss initiation of an amendment to Title 19, Zoning, to address Wireless Communication Facilities.

Voting on the original motion Nay: Commission Chair Fry, Commission Vice-Chair O'Neil, Commissioner Davis, Commission Secretary Fine-Walsh, Commissioner Adams, Commissioner Cline

Commissioner Adams spoke regarding his idea of reducing parking mandate from 2 vehicles per unit to 1 vehicle per unit. He also spoke regarding creating a historical commission that is already in Borough code.

B. Staff Comments

- December Zoning Practice

C. Next Meeting is February 10, 2026.

9. Adjournment

The meeting adjourned at 2:20PM.

Motion made by Commission Secretary Fine-Walsh, Seconded by Commissioner Cline. Voting Yea: Commission Chair Fry, Commission Vice-Chair O'Neil, Commissioner Davis, Commission Secretary Fine-Walsh, Commissioner Adams, Commissioner Cline

**PETERSBURG BOROUGH, ALASKA
RESOLUTION #2026-03**

A RESOLUTION APPROVING THE SOLE-SOURCE PURCHASE OF AXON PUBLIC SAFETY EQUIPMENT, SOFTWARE, AND SERVICES AND AUTHORIZING EXECUTION OF A MASTER SERVICES AND PURCHASING AGREEMENT

WHEREAS, the Petersburg Police Department utilizes Axon conducted energy weapons, body-worn cameras, in-car camera systems, and digital evidence management services essential to officer safety, accountability, and evidentiary integrity; and

WHEREAS, Axon Enterprise, Inc. is the sole provider of TASER conducted energy weapons and an integrated public safety technology ecosystem compatible with the Department's existing equipment and evidence management systems; and

WHEREAS, maintaining compatibility with existing systems avoids duplication of infrastructure, ensures operational continuity, and supports efficient evidence management and prosecution; and

WHEREAS, Axon Enterprise, Inc. has provided Quote Q-809257-46064SB dated February 11, 2026, for a ten-year bundled equipment and services package totaling ****\$378,897.58****, including body-worn cameras, TASER 10 devices, in-car camera systems, digital evidence storage, training, and related software services; and

WHEREAS, the proposal includes scheduled equipment refresh cycles, training, and ongoing technology services designed to reduce lifecycle replacement costs and provide long-term operational reliability; and

WHEREAS, the multi-year pricing structure secures discounted rates and protects the Borough from future cost escalation while allowing payments to be made annually through the Borough budgeting process; and

WHEREAS, the Master Services and Purchasing Agreement contains standard provisions allowing termination in the event of non-appropriation of funds, thereby preserving Assembly fiscal oversight;

THEREFORE, BE IT RESOLVED, that the Petersburg Borough Assembly:

Section 1. Approves the sole-source procurement of public safety equipment, software, and services from Axon Enterprise, Inc.; and

Section 2. Authorizes the Borough Manager to execute the Master Services and Purchasing Agreement and associated documents with Axon Enterprise, Inc.; and

Section 3. Approves Quote Q-809257-46064SB for equipment and services in an amount not to exceed \$378,897.58 over a ten-year term; and

**PETERSBURG BOROUGH, ALASKA
RESOLUTION #2026-03**

Section 4. Authorizes annual payments subject to appropriation through the Borough's normal budgeting process.

PASSED AND APPROVED by the Petersburg Borough Assembly on March 2, 2026.

Bob Lynn, Mayor

ATTEST:

Rebecca Regula, Borough Clerk

March 2, 2026

Mayor and Petersburg Borough Assembly Members,

I respectfully request Assembly approval for the Petersburg Police Department to enter into a Master Services and Purchasing Agreement with Axon Enterprise, Inc. and to approve the associated quote for public safety equipment, software, and services at locked-in multi-year pricing.

The proposed agreement will modernize and sustain critical public safety technology currently utilized by the Department, including body-worn cameras, TASER conducted energy weapons, in-car camera systems, digital evidence management, and AI-assisted documentation tools. These systems are fully integrated with our existing Axon platform and are essential to maintaining officer safety, evidentiary integrity, transparency, and operational efficiency.

Axon has provided Quote Q-809257-46064SB totaling \$378,897.58 over a ten-year term, with predictable annual payments of approximately \$37,889. This pricing reflects significantly bundled savings and includes scheduled equipment refresh cycles, training, and ongoing software services that reduce long-term replacement and lifecycle costs while protecting the Borough from inflation and future price escalation.

Approval of this agreement will ensure continued compatibility with our existing equipment, strengthen accountability and evidence management capabilities, and provide financial predictability through locked pricing. **The agreement also contains standard non-appropriation provisions, ensuring Assembly oversight through the annual budgeting process.**

For these reasons, I respectfully request Assembly approval to authorize execution of the Axon Master Services and Purchasing Agreement and approval of the associated quote for equipment and services.

Please feel free to contact me with any questions or if additional information would assist your review. I appreciate your continued support of public safety and the Petersburg Police Department.

Respectfully,

James Kerr
Chief of Police
Petersburg Police Department



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-809257-46064SB

Issued: 02/11/2026

Quote Expiration: 02/28/2026

Estimated Contract Start Date: 05/01/2026

Account Number: 105484

Payment Terms: N30

Mode of Delivery: AUTO-SDA

Credit/Debit Amount: \$0.00

| SHIP TO | BILL TO |
|---|---|
| Petersburg Police Dept. - AK 14 S NORDIC DR PETERSBURG, AK 99833 USA | Petersburg Police Dept. - AK PO Box 329 Petersburg AK 99833-0329 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|--|
| Spencer Brachman Phone: Email: sbrachman@axon.com Fax: | James Kerr Phone: 907-772-3838 Email: jkerr@petersburgak.gov Fax: |

Quote Summary

| | |
|-------------------------------|---------------------|
| Program Length | 120 Months |
| TOTAL COST | \$378,897.58 |
| ESTIMATED TOTAL W/ TAX | \$378,897.58 |

Discount Summary

| | |
|--------------------------|---------------------|
| Average Savings Per Year | \$18,964.59 |
| TOTAL SAVINGS | \$189,645.90 |

Payment Summary

| Date | Subtotal | Tax | Total |
|--------------|---------------------|---------------|---------------------|
| May 2026 | \$37,889.74 | \$0.00 | \$37,889.74 |
| May 2027 | \$37,889.76 | \$0.00 | \$37,889.76 |
| May 2028 | \$37,889.76 | \$0.00 | \$37,889.76 |
| May 2029 | \$37,889.76 | \$0.00 | \$37,889.76 |
| May 2030 | \$37,889.76 | \$0.00 | \$37,889.76 |
| May 2031 | \$37,889.76 | \$0.00 | \$37,889.76 |
| May 2032 | \$37,889.76 | \$0.00 | \$37,889.76 |
| May 2033 | \$37,889.76 | \$0.00 | \$37,889.76 |
| May 2034 | \$37,889.76 | \$0.00 | \$37,889.76 |
| May 2035 | \$37,889.76 | \$0.00 | \$37,889.76 |
| Total | \$378,897.58 | \$0.00 | \$378,897.58 |

Quote Unbundled Price: \$568,540.00
 Quote List Price: \$467,664.40
 Quote Subtotal: \$378,897.58

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|----------------------------|--|-----|------|-----------|------------|--------------|---------------------|---------------|---------------------|
| Program | | | | | | | | | |
| 100552 | TRANSFER BALANCE - GOODS | 1 | | | \$1.00 | (\$9,448.58) | (\$9,448.58) | \$0.00 | (\$9,448.58) |
| 100553 | TRANSFER BALANCE - SOFTWARE AND SERVICES | 1 | | | \$1.00 | (\$9,232.97) | (\$9,232.97) | \$0.00 | (\$9,232.97) |
| BWCUwTAP10Yr | BWC Unlimited with TAP 10YR | 9 | 120 | \$162.08 | \$110.46 | \$80.85 | \$87,315.93 | \$0.00 | \$87,315.93 |
| C00032 | TASER 10 CERTIFICATION STANDARD PLAN | 7 | 120 | \$151.70 | \$100.85 | \$100.85 | \$84,714.00 | \$0.00 | \$84,714.00 |
| Fleet3B+TAP10Yr | Fleet 3 Basic + TAP 10 Year | 6 | 120 | \$201.93 | \$198.58 | \$145.66 | \$104,875.20 | \$0.00 | \$104,875.20 |
| A la Carte Software | | | | | | | | | |
| 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 9 | 120 | | \$30.29 | \$30.29 | \$32,713.20 | \$0.00 | \$32,713.20 |
| 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 9 | 120 | | \$78.76 | \$78.76 | \$85,060.80 | \$0.00 | \$85,060.80 |
| A la Carte Services | | | | | | | | | |
| 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | | | \$2,900.00 | \$2,900.00 | \$2,900.00 | \$0.00 | \$2,900.00 |
| Total | | | | | | | \$378,897.58 | \$0.00 | \$378,897.58 |

Delivery Schedule

Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|--------------------------------------|--------|---|-----|-------------------|-------------------------|
| Fleet 3 Basic + TAP 10 Year | 101675 | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 6 | 1 | 04/01/2026 |
| Fleet 3 Basic + TAP 10 Year | 101924 | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT | 6 | 1 | 04/01/2026 |
| Fleet 3 Basic + TAP 10 Year | 70112 | AXON SIGNAL - VEHICLE | 6 | 1 | 04/01/2026 |
| Fleet 3 Basic + TAP 10 Year | 72036 | AXON FLEET 3 - STANDARD 2 CAMERA KIT | 6 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100122 | AXON VR - HEADSET - BATTERY | 1 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100126 | AXON VR - TACTICAL BAG | 1 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100390 | AXON TASER 10 - HANDLE - YELLOW CLASS 3R | 7 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100394 | AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE | 4 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100396 | AXON TASER 10 - MAGAZINE - INERT RED | 7 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 110 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 50 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100401 | AXON TASER 10 - CARTRIDGE - INERT | 70 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100591 | AXON TASER - CLEANING KIT | 1 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100611 | AXON TASER 10 - SAFARILAND HOLSTER - RH | 6 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100613 | AXON TASER 10 - SAFARILAND HOLSTER - LH | 1 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100623 | ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2) | 1 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100748 | AXON VR - CONTROLLER - TASER 10 | 1 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 101122 | AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH | 1 | 1 | 04/01/2026 |

Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|--------------------------------------|--------|--|-----|-------------------|-------------------------|
| TASER 10 CERTIFICATION STANDARD PLAN | 101123 | AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH | 1 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 101455 | AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET | 1 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 101456 | AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET | 1 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 101751 | AXON VR - HEADSET - HTC FOCUS VISION | 1 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 101755 | AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2 | 7 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 101757 | AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2 | 7 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 20018 | AXON TASER - BATTERY PACK - TACTICAL | 7 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 20018 | AXON TASER - BATTERY PACK - TACTICAL | 1 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 70033 | AXON - DOCK WALL MOUNT - BRACKET ASSY | 1 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 71019 | AXON BODY - DOCK POWERCORD - NORTH AMERICA | 1 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 74200 | AXON TASER - DOCK - SIX BAY PLUS CORE | 1 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 80087 | AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED | 1 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 80090 | AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN | 1 | 1 | 04/01/2026 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 40 | 1 | 04/01/2027 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 30 | 1 | 04/01/2028 |
| BWC Unlimited with TAP 10YR | 73309 | AXON BODY - TAP REFRESH 1 - CAMERA | 9 | 1 | 10/01/2028 |
| BWC Unlimited with TAP 10YR | 73689 | AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY | 2 | 1 | 10/01/2028 |
| TASER 10 CERTIFICATION STANDARD PLAN | 101012 | AXON VR - TAP REFRESH 1 - TASER CONTROLLER | 1 | 1 | 10/01/2028 |
| TASER 10 CERTIFICATION STANDARD PLAN | 20373 | AXON VR - TAP REFRESH 1 - HEADSET | 1 | 1 | 10/01/2028 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 40 | 1 | 04/01/2029 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 30 | 1 | 04/01/2030 |
| BWC Unlimited with TAP 10YR | 73310 | AXON BODY - TAP REFRESH 2 - CAMERA | 9 | 1 | 04/01/2031 |
| BWC Unlimited with TAP 10YR | 73688 | AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY | 2 | 1 | 04/01/2031 |
| Fleet 3 Basic + TAP 10 Year | 72040 | AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT | 6 | 1 | 04/01/2031 |
| TASER 10 CERTIFICATION STANDARD PLAN | 101013 | AXON VR - TAP REFRESH 2 - TASER CONTROLLER | 1 | 1 | 04/01/2031 |
| TASER 10 CERTIFICATION STANDARD PLAN | 20242 | AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE | 7 | 1 | 04/01/2031 |
| TASER 10 CERTIFICATION STANDARD PLAN | 20374 | AXON VR - TAP REFRESH 2 - HEADSET | 1 | 1 | 04/01/2031 |
| BWC Unlimited with TAP 10YR | 73345 | AXON BODY - TAP REFRESH 3 - CAMERA | 9 | 1 | 10/01/2033 |
| BWC Unlimited with TAP 10YR | 73347 | AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY | 2 | 1 | 10/01/2033 |
| TASER 10 CERTIFICATION STANDARD PLAN | 101014 | AXON VR - TAP REFRESH 3 - TASER CONTROLLER | 1 | 1 | 10/01/2033 |
| TASER 10 CERTIFICATION STANDARD PLAN | 20375 | AXON VR - TAP REFRESH 3 - HEADSET | 1 | 1 | 10/01/2033 |
| BWC Unlimited with TAP 10YR | 73346 | AXON BODY - TAP REFRESH 4 - CAMERA | 9 | 1 | 04/01/2036 |
| BWC Unlimited with TAP 10YR | 73348 | AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY | 2 | 1 | 04/01/2036 |
| Fleet 3 Basic + TAP 10 Year | 100092 | AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT | 6 | 1 | 04/01/2036 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|--------------------------------------|--------|---|-----|----------------------|--------------------|
| BWC Unlimited with TAP 10YR | 73686 | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) | 9 | 05/01/2026 | 04/30/2036 |
| BWC Unlimited with TAP 10YR | 73746 | AXON EVIDENCE - ECOM LICENSE - PRO | 9 | 05/01/2026 | 04/30/2036 |
| Fleet 3 Basic + TAP 10 Year | 80400 | AXON EVIDENCE - FLEET VEHICLE LICENSE | 6 | 05/01/2026 | 04/30/2036 |
| Fleet 3 Basic + TAP 10 Year | 80410 | AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED | 12 | 05/01/2026 | 04/30/2036 |
| TASER 10 CERTIFICATION STANDARD PLAN | 101180 | AXON TASER - DATA SCIENCE PROGRAM | 7 | 05/01/2026 | 04/30/2036 |
| TASER 10 CERTIFICATION STANDARD PLAN | 101703 | AXON VR - USER ACCESS - TASER SKILLS | 7 | 05/01/2026 | 04/30/2036 |
| TASER 10 CERTIFICATION STANDARD PLAN | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 1 | 05/01/2026 | 04/30/2036 |
| TASER 10 CERTIFICATION STANDARD PLAN | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 7 | 05/01/2026 | 04/30/2036 |
| A la Carte | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 9 | 05/01/2026 | 04/30/2036 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|------------|-------|--|-----|----------------------|--------------------|
| A la Carte | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 9 | 05/01/2026 | 04/30/2036 |

Services

| Bundle | Item | Description | QTY |
|--------------------------------------|--------|---|-----|
| Fleet 3 Basic + TAP 10 Year | 100738 | AXON FLEET 3 - SIM INSERTION - VZW 4FF | 6 |
| Fleet 3 Basic + TAP 10 Year | 73391 | AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED | 6 |
| Fleet 3 Basic + TAP 10 Year | 73392 | AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE) | 6 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100751 | AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE | 7 |
| TASER 10 CERTIFICATION STANDARD PLAN | 101193 | AXON TASER - ON DEMAND CERTIFICATION | 7 |
| A la Carte | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 |

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|--------------------------------------|--------|---|-----|----------------------|--------------------|
| BWC Unlimited with TAP 10YR | 80464 | AXON BODY - TAP WARRANTY - CAMERA | 9 | 04/01/2027 | 04/30/2036 |
| BWC Unlimited with TAP 10YR | 80465 | AXON BODY - TAP WARRANTY - MULTI BAY DOCK | 2 | 04/01/2027 | 04/30/2036 |
| Fleet 3 Basic + TAP 10 Year | 80379 | AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT | 6 | 04/01/2027 | 04/30/2036 |
| Fleet 3 Basic + TAP 10 Year | 80495 | AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT | 6 | 04/01/2027 | 04/30/2036 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100197 | AXON VR - EXT WARRANTY - HEADSET | 1 | 04/01/2027 | 04/30/2036 |
| TASER 10 CERTIFICATION STANDARD PLAN | 100704 | AXON TASER 10 - EXT WARRANTY - HANDLE | 7 | 04/01/2027 | 04/30/2036 |
| TASER 10 CERTIFICATION STANDARD PLAN | 101007 | AXON VR - EXT WARRANTY - TASER CONTROLLER | 1 | 04/01/2027 | 04/30/2036 |
| TASER 10 CERTIFICATION STANDARD PLAN | 80374 | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 7 | 04/01/2027 | 04/30/2036 |
| TASER 10 CERTIFICATION STANDARD PLAN | 80374 | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 1 | 04/01/2027 | 04/30/2036 |
| TASER 10 CERTIFICATION STANDARD PLAN | 80396 | AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10 | 1 | 04/01/2027 | 04/30/2036 |

Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|-----------------|----------------|------------|-------|-------|---------|
| 1 | 14 S NORDIC DR | PETERSBURG | AK | 99833 | USA |
| 1 | 14 S NORDIC DR | PETERSBURG | AK | 99833 | USA |

Payment Details

May 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------------------|-----------------|--|-----|--------------------|---------------|--------------------|
| Annual Payment 1 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$412.64 | \$0.00 | \$412.64 |
| Annual Payment 1 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 9 | \$12,103.25 | \$0.00 | \$12,103.25 |
| Annual Payment 1 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 9 | \$4,654.74 | \$0.00 | \$4,654.74 |
| Annual Payment 1 | BWCUwTAP10Yr | BWC Unlimited with TAP 10YR | 9 | \$12,424.13 | \$0.00 | \$12,424.13 |
| Annual Payment 1 | C00032 | TASER 10 CERTIFICATION STANDARD PLAN | 7 | \$12,053.89 | \$0.00 | \$12,053.89 |
| Annual Payment 1 | Fleet3B+TAP10Yr | Fleet 3 Basic + TAP 10 Year | 6 | \$14,922.64 | \$0.00 | \$14,922.64 |
| Transfer Value | 100552 | TRANSFER BALANCE - GOODS | 1 | (\$9,448.58) | \$0.00 | (\$9,448.58) |
| Transfer Value | 100553 | TRANSFER BALANCE - SOFTWARE AND SERVICES | 1 | (\$9,232.97) | \$0.00 | (\$9,232.97) |
| Invoice Upon Fulfillment | C00032 | TASER 10 CERTIFICATION STANDARD PLAN | 7 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | \$37,889.74 | \$0.00 | \$37,889.74 |

May 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|------------------|-----------------|--|-----|--------------------|---------------|--------------------|
| Annual Payment 2 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$276.37 | \$0.00 | \$276.37 |
| Annual Payment 2 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 9 | \$8,106.37 | \$0.00 | \$8,106.37 |
| Annual Payment 2 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 9 | \$3,117.61 | \$0.00 | \$3,117.61 |
| Annual Payment 2 | BWCUwTAP10Yr | BWC Unlimited with TAP 10YR | 9 | \$8,321.33 | \$0.00 | \$8,321.33 |
| Annual Payment 2 | C00032 | TASER 10 CERTIFICATION STANDARD PLAN | 7 | \$8,073.36 | \$0.00 | \$8,073.36 |
| Annual Payment 2 | Fleet3B+TAP10Yr | Fleet 3 Basic + TAP 10 Year | 6 | \$9,994.72 | \$0.00 | \$9,994.72 |
| Total | | | | \$37,889.76 | \$0.00 | \$37,889.76 |

May 2028

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|------------------|-----------------|--|-----|--------------------|---------------|--------------------|
| Annual Payment 3 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$276.37 | \$0.00 | \$276.37 |
| Annual Payment 3 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 9 | \$8,106.37 | \$0.00 | \$8,106.37 |
| Annual Payment 3 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 9 | \$3,117.61 | \$0.00 | \$3,117.61 |
| Annual Payment 3 | BWCUwTAP10Yr | BWC Unlimited with TAP 10YR | 9 | \$8,321.33 | \$0.00 | \$8,321.33 |
| Annual Payment 3 | C00032 | TASER 10 CERTIFICATION STANDARD PLAN | 7 | \$8,073.36 | \$0.00 | \$8,073.36 |
| Annual Payment 3 | Fleet3B+TAP10Yr | Fleet 3 Basic + TAP 10 Year | 6 | \$9,994.72 | \$0.00 | \$9,994.72 |
| Total | | | | \$37,889.76 | \$0.00 | \$37,889.76 |

May 2029

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|------------------|--------------|--|-----|------------|--------|------------|
| Annual Payment 4 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$276.37 | \$0.00 | \$276.37 |
| Annual Payment 4 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 9 | \$8,106.37 | \$0.00 | \$8,106.37 |
| Annual Payment 4 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 9 | \$3,117.61 | \$0.00 | \$3,117.61 |
| Annual Payment 4 | BWCUwTAP10Yr | BWC Unlimited with TAP 10YR | 9 | \$8,321.33 | \$0.00 | \$8,321.33 |
| Annual Payment 4 | C00032 | TASER 10 CERTIFICATION STANDARD PLAN | 7 | \$8,073.36 | \$0.00 | \$8,073.36 |

| May 2029 | | | | | | |
|------------------|-----------------|-----------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Annual Payment 4 | Fleet3B+TAP10Yr | Fleet 3 Basic + TAP 10 Year | 6 | \$9,994.72 | \$0.00 | \$9,994.72 |
| Total | | | | \$37,889.76 | \$0.00 | \$37,889.76 |

| May 2030 | | | | | | |
|------------------|-----------------|--|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Annual Payment 5 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$276.37 | \$0.00 | \$276.37 |
| Annual Payment 5 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 9 | \$8,106.37 | \$0.00 | \$8,106.37 |
| Annual Payment 5 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 9 | \$3,117.61 | \$0.00 | \$3,117.61 |
| Annual Payment 5 | BWCUwTAP10Yr | BWC Unlimited with TAP 10YR | 9 | \$8,321.33 | \$0.00 | \$8,321.33 |
| Annual Payment 5 | C00032 | TASER 10 CERTIFICATION STANDARD PLAN | 7 | \$8,073.36 | \$0.00 | \$8,073.36 |
| Annual Payment 5 | Fleet3B+TAP10Yr | Fleet 3 Basic + TAP 10 Year | 6 | \$9,994.72 | \$0.00 | \$9,994.72 |
| Total | | | | \$37,889.76 | \$0.00 | \$37,889.76 |

| May 2031 | | | | | | |
|------------------|-----------------|--|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Annual Payment 6 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$276.37 | \$0.00 | \$276.37 |
| Annual Payment 6 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 9 | \$8,106.37 | \$0.00 | \$8,106.37 |
| Annual Payment 6 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 9 | \$3,117.61 | \$0.00 | \$3,117.61 |
| Annual Payment 6 | BWCUwTAP10Yr | BWC Unlimited with TAP 10YR | 9 | \$8,321.33 | \$0.00 | \$8,321.33 |
| Annual Payment 6 | C00032 | TASER 10 CERTIFICATION STANDARD PLAN | 7 | \$8,073.36 | \$0.00 | \$8,073.36 |
| Annual Payment 6 | Fleet3B+TAP10Yr | Fleet 3 Basic + TAP 10 Year | 6 | \$9,994.72 | \$0.00 | \$9,994.72 |
| Total | | | | \$37,889.76 | \$0.00 | \$37,889.76 |

| May 2032 | | | | | | |
|------------------|-----------------|--|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Annual Payment 7 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$276.37 | \$0.00 | \$276.37 |
| Annual Payment 7 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 9 | \$8,106.37 | \$0.00 | \$8,106.37 |
| Annual Payment 7 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 9 | \$3,117.61 | \$0.00 | \$3,117.61 |
| Annual Payment 7 | BWCUwTAP10Yr | BWC Unlimited with TAP 10YR | 9 | \$8,321.33 | \$0.00 | \$8,321.33 |
| Annual Payment 7 | C00032 | TASER 10 CERTIFICATION STANDARD PLAN | 7 | \$8,073.36 | \$0.00 | \$8,073.36 |
| Annual Payment 7 | Fleet3B+TAP10Yr | Fleet 3 Basic + TAP 10 Year | 6 | \$9,994.72 | \$0.00 | \$9,994.72 |
| Total | | | | \$37,889.76 | \$0.00 | \$37,889.76 |

| May 2033 | | | | | | |
|------------------|-----------------|--|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Annual Payment 8 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$276.37 | \$0.00 | \$276.37 |
| Annual Payment 8 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 9 | \$8,106.37 | \$0.00 | \$8,106.37 |
| Annual Payment 8 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 9 | \$3,117.61 | \$0.00 | \$3,117.61 |
| Annual Payment 8 | BWCUwTAP10Yr | BWC Unlimited with TAP 10YR | 9 | \$8,321.33 | \$0.00 | \$8,321.33 |
| Annual Payment 8 | C00032 | TASER 10 CERTIFICATION STANDARD PLAN | 7 | \$8,073.36 | \$0.00 | \$8,073.36 |
| Annual Payment 8 | Fleet3B+TAP10Yr | Fleet 3 Basic + TAP 10 Year | 6 | \$9,994.72 | \$0.00 | \$9,994.72 |
| Total | | | | \$37,889.76 | \$0.00 | \$37,889.76 |

| May 2034 | | | | | | |
|------------------|--------|--|-----|------------|--------|------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Annual Payment 9 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$276.37 | \$0.00 | \$276.37 |
| Annual Payment 9 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 9 | \$8,106.37 | \$0.00 | \$8,106.37 |
| Annual Payment 9 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 9 | \$3,117.61 | \$0.00 | \$3,117.61 |

May 2034

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|------------------|-----------------|--------------------------------------|-----|--------------------|---------------|--------------------|
| Annual Payment 9 | BWCUwTAP10Yr | BWC Unlimited with TAP 10YR | 9 | \$8,321.33 | \$0.00 | \$8,321.33 |
| Annual Payment 9 | C00032 | TASER 10 CERTIFICATION STANDARD PLAN | 7 | \$8,073.36 | \$0.00 | \$8,073.36 |
| Annual Payment 9 | Fleet3B+TAP10Yr | Fleet 3 Basic + TAP 10 Year | 6 | \$9,994.72 | \$0.00 | \$9,994.72 |
| Total | | | | \$37,889.76 | \$0.00 | \$37,889.76 |

May 2035

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|-------------------|-----------------|--|-----|--------------------|---------------|--------------------|
| Annual Payment 10 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$276.37 | \$0.00 | \$276.37 |
| Annual Payment 10 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 9 | \$8,106.37 | \$0.00 | \$8,106.37 |
| Annual Payment 10 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 9 | \$3,117.61 | \$0.00 | \$3,117.61 |
| Annual Payment 10 | BWCUwTAP10Yr | BWC Unlimited with TAP 10YR | 9 | \$8,321.33 | \$0.00 | \$8,321.33 |
| Annual Payment 10 | C00032 | TASER 10 CERTIFICATION STANDARD PLAN | 7 | \$8,073.36 | \$0.00 | \$8,073.36 |
| Annual Payment 10 | Fleet3B+TAP10Yr | Fleet 3 Basic + TAP 10 Year | 6 | \$9,994.72 | \$0.00 | \$9,994.72 |
| Total | | | | \$37,889.76 | \$0.00 | \$37,889.76 |

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.

Terms and Conditions

This Quote is subject to the Master Services and Purchasing Agreement signed by the parties concurrently with this Quote. The terms of such Master Services and Purchasing Agreement are fully incorporated herein.

This Agreement begins on the Effective Date and continues for five (5) years (the "Subscription Term"). Upon expiration of the Subscription Term, the Agreement shall renew for an additional five (5) year term (the "Renewal Term"), for a total of ten (10) years, upon the pricing and delivery terms set out in the Quote, if the Customer provides written notice of intent to renew at least ninety (90) days prior to the then-current expiration date. The Customer's election not to renew the Agreement will be considered the end of the term of the Agreement, not as a termination, and the Customer is not required to return any Axon devices and shall not be invoiced by Axon for those devices.

Acceptance of Terms

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

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-399503, Q-452762, Q-745179,

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

The parties agree that Axon is applying a Transfer Balance of -\$18,681.55

Rewrite Estimates

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

Refresh Shipment Timing

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

Shipment Timing

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

Signature

Date Signed

2/11/2026



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

1. **Definitions.**

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

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

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term may renew for an additional period of time as set forth in the Quote period ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

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

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

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

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

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

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

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

use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

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

User becomes a Restricted Person or violates export laws.

- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary



Master Services and Purchasing Agreement

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
 - 8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
 - 8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing



and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assigns an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.



- 14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.
15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 17.2. 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;
 - 17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 17.6. 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
 - 17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. Definitions.

- 1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.
- 1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.
- 1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. Scope and Usage.

- 2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.
- 2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.
- 2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:
 - 2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).
 - 2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.
 - 2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. Axon Responsibilities.

- 3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.
- 3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.
- 3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.
- 3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.
- 3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.



4. **Customer Responsibilities.**

- 4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
- 4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
- 4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

- 5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
- 5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
- 5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information.** Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

- 8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
- 8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations

ACEIP Basic

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out

Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.



Professional Services Appendix

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

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

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

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

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| <p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need |
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- Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

User go-live training and support sessions

- 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

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer 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

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other customers 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

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer
- **For the CEW Starter Package:** Training for up to 1 individual at Customer

TASER CEW inspection and device assignment

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.

Post go-live review

For the CEW Full-Service Package: On-site assistance included.
For the CEW Starter Package: Virtual assistance included.

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

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.



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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

- 7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

- 8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

- 9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

- 10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

- 11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.



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| <p>Disclosures</p> <ul style="list-style-type: none"> Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: <ol style="list-style-type: none"> Public Defender Case Sharing Disclosure Portal Download Links |
| <p>Training</p> <ul style="list-style-type: none"> Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility. |
| <p>Go-Live Plan</p> <ul style="list-style-type: none"> Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event. |
| <p>Implementation document packet</p> <ul style="list-style-type: none"> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide |
| <p>Post go-live review</p> |

- Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
- Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
- Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.
- Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of

delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



Technology Assurance Plan Appendix

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

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("Device Refresh") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("Dock Refresh"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
 - 3.1. "**Deployment**" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix
 - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.



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| <u>Customer Size</u> | <u>Days to Return from Start Date of TASER 10 Subscription</u> |
|------------------------|--|
| Less than 100 officers | 60 days |
| 100 to 499 officers | 90 days |
| 500+ officers | 180 days |

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer’s TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.



Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, “**Axon Fleet**”) or Axon Outpost or Axon Lightpost (collectively all “ALPR Products”) is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer’s representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or “Outpost Technology Assurance Plan” (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

- 3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
- 3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

4. **Axon Fleet Specific Terms.**

- 4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint’s end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon’s acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.
- 4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription
- 4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or



service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

5. Axon Outpost Specific Terms.

- 5.1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
- 5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. Axon Lightpost Specific Terms.

- 6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.
- 6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
- 6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. Wireless Offload Server

- 7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories. Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

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

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

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

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:



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

Axon Channel Services Appendix

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

1. **Definitions.**

- 1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.

7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 8.4. Ensure all appropriate data backups are performed;
- 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
- 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



Axon Technical Account Manager Appendix

1. The Parties agree that Axon will provide a Axon Records Regional Technical Account Manager (TAM) for the first (2) years of this agreement. The assigned Axon Records Regional Technical Account Manager (TAM) will be limited to supporting Customer and (1) other agency for the first 12 months of the agreement.
2. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
3. **Full-Time TAM Scope of Services.**
 - 3.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
 - 3.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
 - 3.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
 - 3.4. The Full-Time TAM **Service options are listed below:**

| |
|--|
| <p>Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining Customer's Axon Evidence account Connecting Customer to "Early Access" programs for new devices</p> |
| <p>Account Maintenance Conducting on-site training on new features and devices for Customer 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</p> |
| <p>Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing Customer's Axon usage and trends to peers to establish best practices Proactively monitoring the health of Axon equipment and coordinating returns when needed</p> |
| <p>Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of Axon equipment Creating and monitoring RMAs on-site Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment</p> |
| <p>Customer Advocacy Coordinating bi-annual voice of customer meetings with Axon's Device Management team Recording and tracking Customer feature requests and major bugs</p> |

4. **Regional TAM Scope of Services.**
 - 4.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
 - 4.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
 - 4.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
 - 4.4. The Regional TAM service options are listed below:



Master Services and Purchasing Agreement

Account Maintenance

Conducting remote training on new features and **devices for Customer's leadership**
 Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**
 Conducting weekly conference calls to cover **current issues and program status**
 Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices
 Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**
 Comparing **Customer's Axon usage and trends to peers to establish best practices**
 Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**
 Recording and tracking Customer feature requests and major bugs

5. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
6. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

1. Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
 - 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
 - 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
 - 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
 - 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
 - 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
 - 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
 3. **IP address.** Axon will not store survey respondents' IP address.
 4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
 5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified



in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon



shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.



21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.
4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, “Dedrone Products”), this Dedrone Product Appendix shall apply.

1. Definitions.

- 1.1 **“Dedrone Data”** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace (“DedroneDNA”, formerly “DroneDNA”), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 **“Dedrone Hardware”** means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 **“Sensor”** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 **“Dedrone Software”** means (i) Axon’s proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon’s video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer’s Third-Party Hardware.
- 1.5 **“Third-Party Hardware”** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. Customer License.

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the “License”). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a (“Prohibited Use”).

3. Customer Obligations.

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the “Specifications”) and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer’s responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer’s option in the Dedrone Software. Customer will ensure that none of the



Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection.**

4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User

Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.
7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

MEMO

February 25, 2026

TO: Borough Assembly

FROM: Liz Cabrera, Community & Economic Development Director

RE: Wireless Communications Ordinance

Summary

This memo addresses the draft ordinance proposed by the Planning Commission intended to regulate Wireless Communication Facilities (WCF) "Borough Wide," including areas outside of Service Area One. The ordinance is proposed as a zoning amendment to Title 19, *Zoning*, of the municipal code. Under PMC 19.84, the next step is for the Assembly to advise staff how it wishes to proceed.

Because Petersburg is a Home Rule Borough, it has the authority to exercise "Areawide" powers, but how those powers are written into the charter and code determines their enforceability.

- **Scope of Title 19:** Under the Borough Charter, Section 19.06, former City of Petersburg ordinances are effective only within Service Area One until they are adopted as part of the Borough Code. To date, Title 19 has not been adopted into the Borough Code, and thus its applicability is confined to Service Area One.
- **Absence of Zoning:** As the Assembly has not yet extended zoning regulations outside of Service Area One, there are no "permitted" or "conditional" uses established outside of Service Area One. Accordingly, Section 3 of the proposed ordinance will not create enforceable regulation at this time.
- **Not Enforceable:** Title 19 is the vehicle for zoning enforcement. Simply adding the phrase "whether within or without designated service areas" to the proposed ordinance will not create the ability to immediately utilize Title 19 procedures to areas not yet subject to Title 19. If a developer builds a tower within the Borough, but outside the service area, the Borough will not be able to enforce Title 19 setbacks or permit requirements because the land is not yet subject to Title 19.
- **City of Kupreanof:** The Borough charter, at Section 7.04, grants platting, planning, and land use authority within the City of Kupreanof to the City of Kupreanof. Therefore, extending Title 19 to the City of Kupreanof would be contrary to the Borough Charter.

OPTIONS

Following is an analysis of potential paths forward, assuming the Assembly wishes to address regulations for communication towers within Service Area One or the Borough at this time.

Option 1: No Change to Title 19

Pros: No impact on staff or fiscal. Communication towers are currently not allowed in any residential district and would be allowed in industrial and commercial districts within Service Area One.

Cons: Title 19 does not have a robust mechanism to respond to modern wireless communication facilities proposed in Service Area One. Title 19 does not apply outside the Service Area.

Option 2: Limit Scope of a Zoning Amendment to Service Area 1 (Title 19 Amendment)

Pros: By staying within the Service Area, zoning districts already exist to which the amendment would apply.

Cons: It leaves a "Regulatory Void." A telecommunications company could theoretically build a tower just outside the Service Area boundary with no oversight from the Borough.

Staffing: Can be handled by existing staff.

Fiscal: Community Development Department and Title 19 are funded by the Service Area One mill rate, so no new mill rate applicable outside Service Area One is needed.

Estimated Timeframe to implement: 3 months

Option 3: Expand Zoning Non-Areawide (non-areawide means borough-wide except for the City of Kupreanof)

To make Title 19 apply throughout the borough for purposes of regulating WCFs, zoning would be extended borough-wide (with the exception of the City of Kupreanof). This is usually done by initially creating a new "holding" district for the area outside the service area and then gradually applying specific zoning to different areas after input from residents of those areas. A holding district could immediately allow many common uses and regulate only the more impactful uses. Title 19 would also have to be amended to apply borough-wide (excepting the City of Kupreanof) and to address internal inconsistencies of the code.

Pros: Provides a single, unified "Rulebook" and processes for most of the Borough.

Cons: Residents of the Borough outside of Service Area One may not want any type of zoning.

Staffing: Would require an additional staff person.

Fiscal: A new non-areawide mill rate would need to be established, otherwise Service Area One would be paying for the cost of development, implementation, and enforcement of zoning throughout the borough.

Timeframe: 9-12 months for initial effort; thereafter, several years to complete additional specific zoning for all areas.

OTHER OPTIONS:

There may be other options available but given the press of time we have not fully researched additional possibilities.

NEXT STEPS

The Planning Commission's draft ordinance is intended to extend Title 19 outside the service area for purposes of regulating Wireless Communication Facilities (WCF's), but would not be effective because Title 19 has no legal "anchor" there.

To assist staff, the Assembly will need to choose one of these options:

Option 1: Do not regulate WCFs further at this time;

Option 2: Develop further regulations for WCFs only within Service Area One;

Option 3: Regulate WCFs borough-wide (excepting within the City of Kupreanof) by extending Title 19 outside of Service Area One; or

Option 4: Direct staff to explore additional options

From: Daniel Sullivan <danjsulli@gmail.com>
Sent: Friday, February 13, 2026 7:03 AM
To: Assembly <assembly@petersburgak.gov>
Subject: Tidal Network Towers

To Jeff

I appreciate the amount of time and public testimony that has been given to the Tidal Network towers issue and I thought I'd give one more opinion before you take a final vote.

It is my belief that Tidal Network, as a private entity, has the right to pursue business opportunities in Petersburg just like any other incoming business. To my knowledge they appear to have followed all protocols and zoning stipulations. Whether their business model makes sense to me or not I would think is a moot point. I've lived here for 45 years and seen many businesses come and go. Their viability is the risk they take in a competitive and rapidly changing market and really is none of my business. I confess to not having done "extensive research" into the health hazards of communication towers but the reading I have done does not suggest anything that is close to conclusive that they pose a health hazard.

As a home owner, property value is something I am acutely aware of. One of my neighbors, who is a mostly absentee, could legally clearcut up to my back property line, not only changing the aesthetics of my property by potentially changing the hydrology of the streams that run through my land and increasing landslide potential. Mental health owns the land in front of me and could sell that land anytime to anyone, impacting my water view. These are issues I knew when I purchased the property, and while I prefer they don't occur, I have to accept they are legal and always a possibility.

Zoning in the Mill Road area has always been industrial, Papkes was resistant to any zoning restriction when borough formation occurred. I am glad to see that the planning commission is taking a look at modernizing zoning regulations but this is Alaska and there will always be someone who resents being told by the government what they can do on their property.

As always, regardless of how you vote, thank you for your diligent work on this issue and allowing all sides ample time to express their opinions.

Dan Sullivan

From: Mika hasbrouck <mikahasbrouck907@gmail.com>
Sent: Thursday, February 19, 2026 11:16 AM
To: Assembly <assembly@petersburgak.gov>
Subject: Tower relocation work session

Dear assembly members,

I would like to see the recent information from DNR about alternate locations looked into because as we've gone through this lengthy process, the shooting range has been asked about multiple times and we were told that that was not an option when DNR clearly states that it is an option. However, it's a decision that our community needs to make and I think the Water Tower Hill option would be ideal for covering the Haugen Drive area as it's up on a hill, there's no trees obstructing their signal and it would not impact the aesthetics of residential neighborhoods or property values, same for the Rory Road tower if it could be relocated to the shooting range.

I'm unsure why we've been told continually that there are no other places to locate these towers within the Borough, but I think that that is something that needs to be reviewed and some changes made, allowing some very small sections of Borough property such as the water tower area for a tower.

As far as doing work to permit or designate an area at the shooting range, I'd like to point out that those of us who live in service area 2, we pay city sales tax, and at some point in the future, we will likely be paying property tax to the Borough and I think that it would behoove us to preserve the aesthetics and the value of the properties in service area 2.

I hope that you will take these suggestions and new information and come to an agreeable solution of where to place these towers.

Thank you,

Mika Cline

-----Original Message-----

From: John Murgas <johnmurgas@aptalaska.net>

Sent: Tuesday, February 24, 2026 1:46 PM

To: Assembly <assembly@petersburgak.gov>

Subject: Towers

Thank you for having the recent work session with Tidal Network.

The comments from Tidal's Mr. Croply concerning "being under the gun schedule-wise" and "uncertainty of an extension from the grantor" are obvious ploys to pressure the Petersburg Borough for quick approval of their preferred Haugen tower sight. The grantor erred in giving Tidal the grant, so they have no choice but to give Tidal an extension, probably multiple extensions. It is disappointing that Tidal states they can't consider alternate locations because they "don't have enough time". What I am hearing from Tidal is that it is someone else's responsibility to quickly provide locations for their towers, and not their responsibility for due diligence schedule wise.

John Murgas