



**Stevensville Town Council Meeting
Agenda for
THURSDAY, JANUARY 08, 2026
6:30 PM
206 Buck Street, Town Hall**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comments (Public comment from citizens on items that are not on the agenda)
4. Approval of Minutes
5. Approval of Bi-Weekly Claims
 - a. Out of Cycle Claims for 12/22/2025, #20097-#20120
6. Administrative Reports
7. New Business
 - a. Discussion/Decision: Appointment of a Town Council President
 - b. Discussion/Decision: Removal of Mayor Michalson from the Towns Bank Account and Add Mayor Crews
 - c. Discussion/Decision: Requesting an RFQ for a Town Attorney
 - d. Discussion/Decision: Resolution No. 578 a Resolution of the Stevensville Town Council Declaring Certain Town Property as Surplus
 - e. Discussion/Decision: Business Associate Agreement Between the Town of Stevensville Fire Department and Bitterroot Health
 - f. Discussion/Decision: Regarding Implementing Reserve Officer Program
 - g. Discussion/Decision: Regarding Purchase Agreement for Three (3) New Toughbook's (computers) for Installation in Patrol Vehicles, Necessary/Vital for Officer response and Field Work
 - h. Discussion/Decision: Regarding Entering into Agreement for New Tasers as a Less Lethal Option
8. Board Reports
9. Town Council Comments
10. Executive Report
11. Adjournment

Welcome to Stevensville Town Council Chambers

We consider it a privilege to present, and listen to, diverse views.

It is essential that we treat each other with respect.

We expect that participants will:

- ✓ Engage in active listening
- ✓ Make concise statements
- ✓ Observe any applicable time limit

We further expect that participants will refrain from disrespectful displays:

- ✗ Profanity
- ✗ Personal Attacks
- ✗ Signs
- ✗ Heckling and applause

Guidelines for Public Comment

Public Comment ensures an opportunity for citizens to meaningfully participate in the decisions of its elected officials. It is one of several ways your voice is heard by your local government. During public comment we ask that all participants respect the right of others to make their comment uninterrupted. The council's goal is to receive as much comment as time reasonably allows. All public comment should be directed to the chair (Mayor or designee). Comment made to the audience or individual council members may be ruled out of order. Public comment must remain on topic, and free from abusive language or unsupported allegations.

During any council meeting you have two opportunities to comment:

1. During the public comment period near the beginning of a meeting.
2. Before any decision-making vote of the council on an agenda item.

Comment made outside of these times may not be allowed.

Citizens wishing to speak during any public comment period should come forward to the podium and state their name and address for the record. Comment may be time limited, as determined by the chair, to allow as many people as possible to comment. Comment prior to a decision-making vote must remain on the motion before the council.

Thank you for observing these guidelines.

File Attachments for Item:

a. Out of Cycle Claims for 12/22/2025, #20097-#20120

12/22/25
14:26:30

TOWN OF STEVENSVILLE
Claim Approval List
For the Accounting Period: 1/26

Page: 1 of 6
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (12/25) ****								
20097		179 Montana Aeronautics Division	7,348.50					
2017 Runway Project loan. Last payment will be December 2026.								
	A4152	12/01/25 Load Principal	7,100.00*			5610 490500	610	101000
	A4152	12/01/25 Loan Interest	248.50*			5610 490500	620	101000
*** Claim from another period (12/25) ****								
20098		1929 MISSOULA MOTOR PARTS CO.	71.02					
Windshield Wipers for the Police Cars								
	915109	12/10/25 Windshield Wipers	71.02*			1000 420100	230	101000
*** Claim from another period (12/25) ****								
20099	C	728 HDR ENGINEERING, INC.	26,116.75					
SCADA System for the Water Leak Repair Project								
	1200781996	12/09/25 Water Leak Repair Proj	26,116.75			5230 430550	900	2 101000
*** Claim from another period (11/25) ****								
20100		16 Montana Environmental Lab LLC	1,344.20					
Montana Environmental Lab Testing for Water & Sewer								
	2512142	11/12/25 Lab Testing - Sewer	421.90			5310 430640	355	101000
	2512335	11/19/25 Lab Testing - Sewer	262.10			5310 430640	355	101000
	2512602	11/26/25 Lab Testing - Sewer	262.10			5310 430640	355	101000
	2512906	12/01/25 Lab Testing - Sewer	70.00			5310 430640	355	101000
	2513043	12/11/25 Lab Testing - Sewer	262.10			5310 430640	355	101000
	2512147	11/06/25 Lab Testing - Water	66.00			5210 430540	355	101000
*** Claim from another period (12/25) ****								
20101	C	2101 Fisher's Technology	25.01					
Service Agreement that covers, labor, parts and toner for December 2025								
	1597765	12/11/25 Printing services	5.01			1000 410550	320	101000
	1597765	12/11/25 Printing services	10.00			5210 430510	320	101000
	1597765	12/11/25 Printing services	10.00			5310 430610	320	101000
*** Claim from another period (12/25) ****								
20102		74 STEVENSVILLE RURAL FIRE DISTRICT	2,500.00					
Lease for North Bays at Buck Street								
	180	11/19/25 Lease - FD	2,500.00			1000 420421	530	101000
*** Claim from another period (12/25) ****								
20103	C	2095 NEXUS CPA Group	12,412.50					
Year End Closing AFR Assistance with GASB and cash flow statement FY 24-25								
	392	12/10/25 YR End Closing	3,723.75			1000 410530	353	101000
	392	12/10/25 YR End Closing	620.63			2394 420531	353	101000
	391	12/10/25 YR End Closing	3,723.75			5310 430610	353	101000
	391	12/10/25 YR End Closing	3,723.75			5210 430510	353	101000
	404	12/10/25 YR End Closing	620.62*			5610 430300	353	101000

12/22/25
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TOWN OF STEVENSVILLE
Claim Approval List
For the Accounting Period: 1/26

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Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (11/25) ****								
20104		74 STEVENSVILLE RURAL FIRE DISTRICT	2,079.00					
LN Curtis - Compressor Repair & Service								
		177 11/19/25 Repairs	2,079.00			1000 420460	360	101000
*** Claim from another period (12/25) ****								
20105		1695 DPHSS EMSTS	35.00					
Licensing Fee -MT DPHHS Eff 1/1/2026 to 12/31/2027								
		120825 12/08/25 EMS Service License Fee	35.00*			1000 420410	330	101000
*** Claim from another period (11/25) ****								
20106	C	858 MILLER LAW OFFICE, PLLC	5,700.00					
Working on Water Right, and continued negotiations with Reeve's on potential easement purchase for access to the Mitigation Ponds. Services are for November								
2025.								
		1390 10/31/25 Water Rights Svcs	5,700.00			5210 430530	352	101000
*** Claim from another period (12/25) ****								
20107	E	1744 MMIA-Liability Program	1,500.00					
A Duplicate payment was made to MMIA for this claim. MMIA will be issuing a refund in the amount of \$1500.								
		DR 1005827 11/30/25 Deductible	1,500.00*			5610 430300	511	101000
*** Claim from another period (12/25) ****								
20108	C	89 MORRISON-MAIERLE, INC.	4,743.83					
AIP 3-30-0044-022-2025 - Self Serve Fuel Station. This project is 100% paid for by the FAA and MT Aeronautics and will be reimbursed to the Town.								
		254848 12/09/25 Airport Fuel Station - FAA	4,506.64			5620 430300	350	6 101000
		254848 12/09/25 Airport Fuel Station -MT Aeron	237.19			5620 430300	350	6 101000
20109	E	2000 RICOH USA Inc	133.70					
Printer Lease for Town Hall for period 1/5/26-- 2/4/26								
		109705748 01/05/26 Printer Lease-Mayor	6.68			1000 410100	320	101000
		109705748 01/05/26 Printer Lease - Council	6.69			1000 410200	320	101000
		109705748 01/05/26 Printer Lease - Court	3.34			1000 410360	320	101000
		109705748 01/05/26 Printer Lease - Admin	20.06			1000 410550	320	101000
		109705748 01/05/26 Printer Lease - Bldg	13.37			2394 420531	320	101000
		109705748 01/05/26 Printer Lease - Water	40.11			5210 430510	320	101000
		109705748 01/05/26 Printer Lease - Sewer	40.11			5310 430610	320	101000
		109705748 01/05/26 Printer Lease - Airport	3.34			5610 430300	320	101000
*** Claim from another period (12/25) ****								
20110	C	2079 CityServiceValcom	1,000.00					
Fuel Tank Rental for November 2025								
		W275527 12/17/25 Fuel tank rental	1,000.00			5610 430300	530	101000

12/22/25
14:26:30

TOWN OF STEVENSVILLE
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For the Accounting Period: 1/26

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*** Claim from another period (12/25) ****								
20111		23 VALLEY DRUG AND VARIETY	1.62					
Card stock for Business Cards.								
		795029 12/16/25 Card Stock	1.62			1000 410550	210	101000
*** Claim from another period (11/25) ****								
20112	E	85 CENTURYLINK	104.78					
Century Link - 9556 - Phone/Internet for the AWOCs system and Fuel Tank for November 2025. Biling is for prior month								
		9556- 11/30/25 AWOCs System	59.89*			5610 430300	345	101000
		9556- 11/30/25 Fuel Tank	44.89*			5610 430300	345	101000
*** Claim from another period (11/25) ****								
20113		228 Norco, Inc.	51.60					
Cylinder Rental and O2 for the PW for November 2025								
		45281035 11/30/25 Cylinder Rental	10.32			1000 430200	220	101000
		45281035 11/30/25 Cylinder Rental	20.64			5210 430510	220	101000
		45281035 11/30/25 Cylinder Rental	20.64			5310 430610	220	101000
*** Claim from another period (11/25) ****								
20114	C	1164 ATCO International	960.00					
Sewer Solvent Degreaser								
		I0651997 11/19/25 Operating Supplies	960.00			5310 430630	230	101000
*** Claim from another period (12/25) ****								
20115		2055 DTS Truck Repair, LLC	289.69					
Diagonistics on Engine #2510 - Fire Department								
		1493 12/08/25 Diagnostics #2510	289.69			1000 420460	360	101000
20116	C	1702 DE Lage Landen Finance Services,	82.00					
Printer Lease-PD for January 2026								
		593629812 01/31/26 PD-Printer Lease	82.00*			1000 420100	320	101000
*** Claim from another period (12/25) ****								
20117		204 Montana Dept. of Administration	1,300.00					
Annual AFR Filing Fee FY 24-25								
		06/30/2025 12/31/25 General	390.00			1000 410530	353	101000
		06/30/2025 12/31/25 Bldg Dept	65.00			2394 420531	353	101000
		06/30/2025 12/31/25 Water	390.00			5210 430510	353	101000
		06/30/2025 12/31/25 Sewer	390.00			5310 430610	353	101000
		06/30/2025 12/31/25 Airport	65.00*			5610 430300	353	101000
*** Claim from another period (12/25) ****								
20118		2103 Jesse W. Reeves	25,000.00					
Mitigation Ponds Easement & Water Rights Transfer Agreement								
		122225 12/22/25 Water Rights Transfer Agreeemen	25,000.00			5210 430530	910	101000

12/22/25
14:26:30

TOWN OF STEVENSVILLE
Claim Approval List
For the Accounting Period: 1/26

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Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (12/25) ****								
20119		228 Norco, Inc.	179.67					
D Medical Oxygen and M6 Medical Oxygen for EMS. This is split with Rural Fire District.								
		12/18/25 Oxygen for EMS	179.67			1000 420730	220	101000
*** Claim from another period (12/25) ****								
20120	C	1907 Jenelle Berthoud	29.68					
Travel to Hamilton to finalize paperwork for the Reeves property								
		122225 12/22/25 Travel	29.68			1000 410550	370	101000
# of Claims			24	Total:	93,008.55			
Total Electronic Claims			52,808.25	Total Non-Electronic Claims	40200.30			

12/22/25
14:26:31

TOWN OF STEVENSVILLE
Fund Summary for Claims
For the Accounting Period: 1/26

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Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	9,433.53
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	699.00
5210 WATER	
101000 Cash - Operating	34,950.50
5230 ARPA WATER LEAK REPAIR	
101000 Cash - Operating	26,116.75
5310 SEWER	
101000 Cash - Operating	6,422.70
5610 AIRPORT	
101000 Cash - Operating	10,642.24
5620 AIRPORT PROJECT	
101000 Cash - Operating	4,743.83
Total:	93,008.55

12/22/25
14:26:31

TOWN OF STEVENSVILLE
Claim Approval Signature Page
For the Accounting Period: 1 / 26

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ORDERED that the Director of Finance draw a check/warrant on the Town of Stevensville.

Stacie Barker, Councilmember

Samantha Bragg, Councilmember

Cindy Brown, Councilmember

Wallace Smith, Councilmember

Bob Michalson, Mayor

Date Approved_____

File Attachments for Item:

a. Discussion/Decision: Appointment of a Town Council President



Stevensville Town Council Meeting

Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	01/08/2026
Agenda Topic:	Discussion/Decision: Appointment of a Town Council President
Backup Documents Attached?	Choose an item.
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	01/08/2025
Notes:	

File Attachments for Item:

b. Discussion/Decision: Removal of Mayor Michalson from the Towns Bank Account and Add Mayor Crews



Stevensville Town Council Meeting

Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Gina Crowe
Second Person Submitting the Agenda Item:	
Submitter Title:	Department Head
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	01/08/2026
Agenda Topic:	Discussion/Decision: Removal of Mayor Michalson from the Towns Bank Account and Add Mayor Crews
Backup Documents Attached?	Choose an item.
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	01/08/2026
Notes:	

File Attachments for Item:

c. Discussion/Decision: Requesting an RFQ for a Town Attorney



Stevensville Town Council Meeting

Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	Greg Overstreet
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	01/08/2026
Agenda Topic:	Discussion/Decision: Requesting an RFQ for a Town Attorney
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	01/08/2026
Notes:	The town's attorney Greg Overstreet has given his resignation.



OVERSTREET

LAW GROUP

300 Main Street, Suite 203 Stevensville, MT 59870 | (406) 209-8592 | Greg@OverstreetLawGroup.com

PRESS RELEASE

OVERSTREET RESIGNS AS STEVENSVILLE TOWN ATTORNEY

Stevensville Town Attorney Greg Overstreet announced with the coming of the new year he is resigning as Town Attorney. “I have thoroughly enjoyed serving the residents of Stevensville by representing them, but with a new year it is time for me to step back. My law practice has grown beyond my wildest expectations, and regrettably I do not have the time to give the Town’s legal affairs the attention it deserves.” Overstreet will stay on during the month of January to wrap things up and assist with the transition. He will also help the Town find another attorney.

“I wish the new administration the very best,” he added.

File Attachments for Item:

d. Discussion/Decision: Resolution No. 578 a Resolution of the Stevensville Town Council
Declaring Certain Town Property as Surplus



Stevensville Town Council Meeting

Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	John Boe, Chief of Police
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	01/08/2026
Agenda Topic:	Discussion/Decision: Resolution No. 578 a Resolution of the Stevensville Town Council Declaring Certain Town Property as Surplus
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	01/08/2026
Notes:	

RESOLUTION NO. 578

A RESOLUTION OF THE STEVENSVILLE TOWN COUNCIL DECLARING CERTAIN TOWN PROPERTY AS SURPLUS

WHEREAS, the items herein of town owned property have served their useful life for the Town of Stevensville purposes and needs are no longer being used or operated by the Town; and,

WHEREAS, the Town does not anticipate using or operating said property at any time in the future; and,

WHEREAS, Montana Code Annotated 7-8-4201 authorizes the Town Council to sell, dispose of, donate or lease any property belonging to the Town; and,

WHEREAS, by this Town Council that if any property is sold to other than a county or political subdivision, bids will be taken pursuant to 7-5-4307 MCA;

NOW THEREFORE BE IT RESOLVED, if any property is sold or transferred to a county or political subdivision, the sale or transfer shall be subject to provisions of Section 7-8-101 MCA.

BE IT FURTHER RESOLVED that the following items be disposed or donated:

SURPLUS FOR DISPOSAL

1. 3 old printers
2. 4 computer monitors/ 1 broken monitor/ Misc keyboards
3. 8 used computer hard drives (will be destroyed)
4. Misc WatchGuard monitor (outdated police car equipment)
5. Misc radar unit wires/ Misc radar parts (all outdated equipment)
6. Misc handheld radios and wires (all outdated equipment)
7. Misc duty belts/ Blue uniform shirts and pants (all used equipment)
8. 5 police light bars (outdated equipment) (law enforcement only) (will be destroyed)
9. 2 unknown car back seats
10. Unknown police car Plexi-glass divider
11. Projector (broken)
12. Speaker box (broken)
13. Unknown truck wheel (damaged/broken)

14. 2 unknown truck tires
15. 8 unknown car tires
16. Unknown cam shaft/ lifters/ pushrods (used/broken)
17. 3 misc. desks (partially broken/not used)

SURPLUS TO DONATE

1. 3 scooters (can donate to local bike shop)
2. 12 bicycles (can donate to local bike shop)

DATED this 8th day of January 2026, after motion and second at a regular meeting of the Stevensville Town Council.

Approved:

Attest:

James Crews, Mayor

Jenelle S. Berthoud, Town Clerk



Stevensville Town Council Meeting

Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	John Boe – Chief of Police
Second Person Submitting the Agenda Item:	EnterName
Submitter Title:	Department Head
Submitter Phone:	406.381.1300
Submitter Email:	policechief@townofstevensville.gov
Requested Council Meeting Date for Item:	January 8, 2026
Agenda Topic:	Discussion/Decision regarding surplus for disposal and surplus to donate old police equipment taken out of service and bicycles/scooters to surplus for sale donate
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Choose an item. YES
If Approved, Meeting Date for Consideration:	EnterDate 1/8/26
Notes:	Inventory of items for surplus

JB

File Attachments for Item:

e. Discussion/Decision: Business Associate Agreement Between the Town of Stevensville Fire Department and Bitterroot Health



Stevensville Town Council Meeting

Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	Jeff Motley, Fire Chief
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	01/08/2026
Agenda Topic:	Discussion/Decision: Business Associate Agreement Between the Town of Stevensville Fire Department and Bitterroot Health
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	01/08/2026
Notes:	



1200 Westwood Drive, Hamilton, MT 59840
(406) 363-2211 • bitterroothealth.org

BUSINESS ASSOCIATE AGREEMENT

2025

This Business Associate Agreement ("Agreement") is entered between Marcus Daly Memorial Hospital Corporation dba "Bitterroot Health" ("Covered Entity") and:

("Business Associate")

WHEREAS, pursuant to this Agreement, Covered Entity may provide Business Associate with PHI and Business Associate may create, receive from other sources, maintain, and transmit PHI in order that Business Associate may perform its responsibilities pursuant to its underlying agreement(s) with Covered Entity;

WHEREAS, Covered Entity and Business Associate intend to protect the privacy of PHI and provide for the security of any EPHI received from Covered Entity, or which is created or received by Business Associate on behalf of the Covered Entity, in compliance with: (1) the Administrative Simplification Regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and the regulations promulgated thereunder and set forth in 45 CFR Parts 160, 162 and 164; and (2) the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH Act"); and (3) any applicable regulations and/or guidance issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HITECH Act (collectively, and together with other federal, state and local laws, rules, policies or regulations applicable to Covered Entity and Business Associate, "**Applicable Law**"); and

WHEREAS, federal regulations promulgated pursuant to HIPAA, found at 45 CFR §§164.314, 164.502(e), and §164.504(e) require Covered Entity to enter into a written agreement with Business Associate in order to mandate certain protections for the privacy and security of PHI by Business Associate under the Privacy Rule and the Security Rule.

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. DEFINITIONS

- a. **Breach.** "Breach" means the unauthorized acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule or Security Rule which compromises the security or privacy of the PHI as is described in 45 CFR Section 164.402.
- b. **Designated Record Set.** "Designated Record Set" means a group of records containing PHI maintained, collected, used, or disseminated by or for Covered Entity which fall within one of the following categories: (a) medical and billing records about individuals; (b) a health plan's enrollment, payment, claims adjudication and case or medical management records; or (c) records used in whole or in part by Covered Entity to make decisions about the individuals to whom the information relates.
- c. **Disclosure.** "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

- d. **EPHI.** “EPHI” means Electronic Protected Health Information, or the subset of PHI, that is transmitted by electronic media or maintained in electronic media.
- e. **Health Information.** “Health Information” means any information, whether oral or recorded in any form or medium, that is created or received by a health care provider, health plan, public health authority, employer, life insurer, school, university, or health care clearinghouse and relates to (a) the past, present or future physical or mental health or condition of an individual, (b) the provision of health care to an individual, or (c) the past, present or future payment for the provision of health care to an individual.
- f. **Individual.** “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- g. **PHI.** “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, but is limited to the information used, created or received by Business Associate from or on behalf of Covered Entity.
- h. **Privacy Rule.** “Privacy Rule” shall mean the standards for Privacy of Individually Identifiable Health Information set forth in 45 CFR Parts 160 and 164, Subparts A and E.
- i. **Required by Law.** “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR §164.103.
- j. **Secretary.** “Secretary” shall mean the Secretary of the DHHS or his/her designee.
- k. **Security Incident.** “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- l. **Standard Transaction.** “Standard Transaction” shall have the same meaning as the term “Standard Transaction” in 45 CFR §162.103.
- m. **Security Rule.** “Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information set forth in 45 CFR Part 164, Subpart C.
- n. **Subcontractor.** “Subcontractor” shall have the same meaning as the term “subcontractor” in 45 CFR §160.103.
- o. **Unsecured PHI.** “Unsecured PHI” shall mean PHI in any form, including electronic, paper or verbal, that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.
- p. **Other Terms.** All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160, 162 and 164, as from time to time be amended.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. **Use and Disclosure of PHI.** Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law. Except as otherwise permitted or limited in this Agreement, Business Associate may use or disclose the PHI necessary to perform services for or on behalf of Covered Entity, provided that the use or disclosure would not violate HIPAA if done by Covered Entity. Business Associate shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
- b. **Adequate Safeguards for PHI.** Business Associate agrees that it will comply with all Applicable Law, and shall implement and maintain administrative, physical and technical safeguards that reasonably and appropriately protect and preserve the confidentiality, security, integrity and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. These safeguards include, but are not limited to, secure computer systems, secure document storage and limited employee access to

PHI. Business Associate shall provide Covered Entity with a copy of its privacy policies and procedures upon request. Business Associate shall establish procedures to sanction employees who violate the provisions of this Agreement.

- c. **Reporting Non-Permitted Use or Disclosure.** Business Associate shall promptly and without unreasonable delay, but in no event more than fifteen (15) days after discovery by Business Associate, its employees, representatives, agents or subcontractors, notify Covered Entity, in writing, of each Use or Disclosure of PHI that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement. In addition, Business Associate shall promptly and without unreasonable delay, but in no event more than fifteen (15) days after discovery by Business Associate, its employees, representatives, agents or subcontractors, notify Covered Entity, in writing, of any known or suspected Security Incident by or against Business Associate, its employees, representatives, agents or subcontractors. The parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, “Unsuccessful Security Incidents” will include, but not be limited to, pings and other broadcast attacks on firewalls, port scans, unsuccessful log-on attempts, denials of service attacks, malware and any combination of the above, so long as such incident(s) do not penetrate the information technology defense systems of Business Associate, its employees, its representatives or Subcontractors.
- d. **Agreement to Mitigate.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement and to promptly notify Covered Entity of any actions taken pursuant to this paragraph.
- e. **Disclosure of PHI to Subcontractors and Agents.** Business Associate agrees to ensure that any Subcontractors that create, maintain, or transmit PHI on behalf of the Business Associate agree in writing to comply with the applicable Privacy and Security Rules and the same or stricter restrictions and conditions (with the exception of the indemnification requirement under Section II.1, below) that apply to the Business Associate under this Agreement.

Upon Covered Entity’s request, Business Associate will identify in writing to Covered Entity any agents or Subcontractors that will be used by the Business Associate to perform the services upon approval by Covered Entity. Business Associate agrees that it will not utilize any agents or Subcontractors who will perform services from outside the boundaries of the United States without the prior written consent of Covered Entity.

- f. **Access to Inspect or Copy PHI in Designated Record Set.** Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that Designated Record Set in accordance with the requirements of 45 C.F.R. § 164.524. Under 45 C.F.R. §164.524, Covered Entity is required to act on such requests as soon as possible, but not later than thirty (30) days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested by the Individual if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be

charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule

- g. **Amendment of PHI in Designated Record Set.** Business Associate agrees, if it maintains PHI in a Designated Record Set, to make such information available to Covered Entity for amendments to that PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. Under 45 C.F.R. §164.526, Covered Entity is required to take action on such requests as soon as possible, but not later than sixty (60) days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. Business Associate also agrees, if it maintains PHI in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- h. **Accounting of Disclosures.** Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under 45 C.F.R. §164.528, Covered Entity is required to take action on such requests as soon as possible but not later than sixty (60) days following receipt of the request. Business Associate agrees to use reasonable efforts to assist Covered Entity in meeting this deadline. Such accounting must be provided without cost to the Individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
- i. **Availability of Internal Practices, Books and Records to Government Agencies.** Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the DHHS for purposes of determining Covered Entity's compliance with the Privacy Rules. Unless prohibited by law, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- j. **HITECH Provisions.** Business Associate agrees that Sections 164.306 (Security Standards: General Rules), 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards) and 164.316 (Policies and Procedures and Documentation Requirements) of title 45, Code of Federal Regulations, will apply to Business Associate in the performance of services by Business Associate. The additional requirements of HITECH that relate to security and that are applicable to Covered Entity shall also apply to Business Associate with respect to the services being performed for or on behalf of Covered Entity and are incorporated into this Agreement by reference.
- k. **Report of Breach.** In the event that Business Associate suspects that a Breach of Unsecured PHI by or against Business Associate or any agent or subcontractor of Business Associate has occurred, Business Associate shall promptly, but in no event more than fifteen (15) days of the first day on which a Breach of Unsecured PHI is known to Business Associate or, by the exercise of reasonable diligence, would have been known to Business Associate, notify Covered Entity, in writing, of the suspected Breach. Business Associate's written notification regarding the suspected Breach shall include: (a) the identification of

each Individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the suspected Breach; (b) a brief description of what happened, including the date of the suspected Breach and date of discovery, if known; (c) a description of the types of Unsecured PHI involved in the suspected Breach; (d) any steps that individuals affected by the suspected Breach should take to protect themselves from potential harm resulting from the suspected Breach; and (e) a brief description of what Business Associate is doing to investigate the suspected Breach, mitigate harm to the Individual and protect against future Breaches. Upon receipt of Business Associate's report of a suspected Breach, Covered Entity will: (a) review the information provided by Business Associate, (b) make the final determination as to whether a Breach has occurred, and (c) determine whether further action or reporting is required by the Security Rule. If Covered Entity determines that a Breach has occurred and that reporting to Individuals under the Security Rule is necessary, Business Associate shall be responsible for all costs incurred by Covered Entity in response to the Breach, including but not limited to (1) forensic investigation to determine the cause of the Breach as determined by the parties or as required by Applicable Law; (2) notification to applicable government and regulatory agencies, to the media (if required by Applicable Law), and to Individuals affected by the Business Associate's Breach; (3) credit monitoring services for up to one year following the Breach notification for those Individuals who elect to accept such credit monitoring services; and (4) a call center operation for up to one year following the Breach notification to respond to Individuals whose PHI may have been accessed or acquired.

- l. **Indemnification.** Business Associate shall indemnify, defend and hold harmless Covered Entity and its respective employees, directors/trustees, officers, and agents (collectively, "**Covered Entity Indemnitees**") from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorneys' fees) suffered by Covered Entity Indemnitees arising from or in connection with any breach of this Agreement, or any negligent or wrongful acts or omissions in connection with this Agreement, by Business Associate or by its employees, directors, officers, direct and indirect Subcontractors or agents.
- m. **Delegation of Covered Entity's Obligations.** To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements that apply to Covered Entity in the performance of such obligation(s).

III. SPECIFIC USE AND DISCLOSURES

- a. Except as otherwise limited in this Agreement, Business Associate may use and disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate, provided that any disclosures are: (1) Required By Law, or (2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which he/she is aware, or becomes aware in which the confidentiality of the information has been breached.
- b. Except as otherwise limited in the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR §164.504(e)(2)(i)(B).
- c. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with Applicable Law.

- d. Business Associate may de-identify PHI to in accordance with 45 CFR § 164.514(a)-(c) and may use the de-identified information in accordance with 45 CFR 164.502(d) and in furtherance of Business Associate's obligations in the underlying agreement(s) between Business Associate and Covered Entity.

IV. OBLIGATIONS OF COVERED ENTITY

- a. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to or limitations in such notice to the extent that the changes or limitations affect Business Associate's use or disclosure.
- b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI pursuant to 45 CFR §164.508, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522 that may affect the use and disclosure of PHI by Business Associate.
- d. Covered Entity shall inform Business Associate of any amendments to PHI that Covered Entity has agreed to under 45 CFR §164.526 that relate to PHI upon which Business Associate relies to provide its services.

V. PERMISSIBLE REQUESTS BY COVERED ENTITY

- a. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rules if done by Covered Entity, except for releases of data that have been aggregated by Business Associate or for management or administrative duties of Business Associate.

VI. SECURITY OF ELECTRONIC PROTECTED HEALTH INFORMATION

- a. In compliance with the Security Rule, Business Associate shall ensure that its electronic systems are sufficient to maintain the integrity, availability and confidentiality of PHI. Prior to transmitting EPHI to any other person or entity, Business Associate shall require such person or entity to provide assurances to Business Associate that its electronic systems are sufficient to maintain the integrity, availability and confidentiality of PHI. Business Associate shall provide Covered Entity reasonable access to and/or permit inspection of its electronic systems to allow Covered Entity to determine Business Associate's compliance with this provision.

VII. STANDARD TRANSACTION AND CODE SETS

- a. Each time Business Associate conducts in whole or in part for or on behalf of Covered Entity, using electronic media, a transaction for which a standard has been adopted or established under 45 CFR part 162, Business Associate shall, and shall require an agent or subcontractor of Business Associate involved with the conduct of such transaction to, conduct such transaction as a Standard Transaction in compliance with 45 C.F.R part 162.

VIII. TERM AND TERMINATION

- a. **Term.** The term of the Agreement shall commence on the Effective Date and shall terminate upon to termination or expiration of the underlying agreement, or when the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, whichever is earlier. If it is not feasible to return or destroy the PHI, protections are extended to such information, in accordance with the termination provisions in Section VIII(c) of this Agreement.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach or violation by Business Associate of Business Associate's obligations under this Agreement, Covered Entity shall:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation, or terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - 2. If feasible, immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- c. **Effect of Termination.**
 - 1. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply as well to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - 2. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

IX. MISCELLANEOUS

- a. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b. **Amendment.** The parties agree to take such action, as is necessary, to amend this Agreement from time to time, as is necessary, for Covered Entity and Business Associate to comply with the requirements of HIPAA, including the Privacy Rule and the Security Rule.
- c. **Survival.** The respective rights and obligations of Business Associate under Section VIII(c) of this Agreement shall survive the termination of this Agreement.
- d. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the Privacy Rule and Security Rule.

- e. **Scope of Agreement.** This Agreement relates only to the use, disclosure and protection of PHI if it is disclosed to, created or received by Business Associate in connection with any relation between Business Associate and Covered Entity. This Agreement is the sole understanding between the parties relating to such matters, and supersedes all prior agreements and understandings, whether oral or written. Nothing herein shall require Covered Entity to disclose any PHI to Business Associate or to utilize any service of Business Associate. Nothing herein requires Business Associate to accept any PHI or to provide any particular services.
- f. **Assignment.** No assignment of this Agreement or of the rights and obligations hereunder by any party shall be valid without the prior written consent of the other party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors, heirs, personal representation and permitted assigns, if any.
- g. **Severability.** In the event that any one or more of the provisions of this Agreement is, for any reason, held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall not be affected thereby.
- h. **Waiver and Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
- i. **Further Acts.** The parties agree that the intent of this Agreement is to comply with the business associate provisions of the Privacy Rule and Security Rule. Each of the parties shall execute and deliver all documents, papers and instruments reasonably necessary or convenient to carry out the terms of this Agreement. The parties shall, upon request at any time after the date of this Agreement, execute, deliver and/or furnish all such documents and instruments, and do or cause to be done all such acts and things as may be reasonable to effectuate the purpose and intent of this Agreement as set forth herein.
- j. **Remuneration in Exchange for PHI.** As provided in Section 13405(d) of the HITECH Act, Business Associate may not receive direct or indirect remuneration in exchange for PHI unless permitted by HIPAA or regulations issued by the Secretary; however this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the underlying agreement(s) between Business Associate and Covered Entity.
- k. **Identity Theft Regulations.** To the extent Business Associate provides services in connection with a “covered account” maintained by Covered Entity, as that term is defined by the identity theft regulations of the Federal Trade Commission, 16 CFR § 681.2, Business Associate shall maintain and follow policies to detect and prevent identity theft in accordance with the identity theft regulations, 16 CFR § 681. In addition, Business Associate shall (i) report to Covered Entity any pattern, practice or specific activity that indicates the possible existence of identity theft (“**Red Flags**”) involving anyone associated with Covered Entity; and (ii) take appropriate steps to prevent or mitigate identity theft when a Red Flag is detected.
- l. **Cooperation.** Business Associate agrees to cooperate with Covered Entity and assist Covered Entity in complying with requirements under Applicable Law, including but not limited to the HITECH Act and the Privacy and Security Rules. Business Associate shall make itself and its agents, affiliates, subsidiaries, subcontractors or employees available to Covered Entity, at no cost to Covered Entity, to testify as witnesses in the event of litigation or administrative proceedings against Covered Entity, its directors,

officers, or employees based on a claimed violation of the HITECH Act, the Privacy and Security Rules, or other laws referring to the privacy and security of information.

- m. **Prior Agreements Terminated.** This Agreement replaces and supersedes any and all prior Business Associate Agreements between the Business Associate and the Covered Entities that are a part of the Covered Entity.

COVERED ENTITY

By: _____
Print Name: Rebecca Conroy Bargfrede
Print Title: Corporate Compliance Officer
Date: _____

BUSINESS ASSOCIATE

By: _____
Print Name: _____
Print Title: _____
Date: _____

File Attachments for Item:

f. Discussion/Decision: Regarding Implementing Reserve Officer Program



Stevensville Town Council Meeting

Agenda Item Request

To be submitted **BEFORE Noon** on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	John Boe – Chief of Police
Second Person Submitting the Agenda Item:	N/A
Submitter Title:	Department Head
Submitter Phone:	406.381.1300
Submitter Email:	policechief@townofstevensville.gov
Requested Council Meeting Date for Item:	January 8, 2026
Agenda Topic:	Discussion/Decision regarding implementing reserve officer program
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Choose an item. <i>Yes</i>
If Approved, Meeting Date for Consideration:	EnterDate <i>1/8/26</i>
Notes:	Purpose, objective and scope of implementing reserve unit within the agency. MCA 7-32-214 statutes regarding reserve officer training, certification and roles.

Town of Stevensville, Reserve Peace Officer Association

Section 1. Establishment of Position.

A Reserve Peace Officer position would be hereby authorized for the purpose of providing supplemental law enforcement support to the Town of Stevensville and the surrounding jurisdiction and its Police Department.

Section 2. Fiscal Impact.

The Reserve Peace Officer position shall impose no cost, or only minimal cost, upon the Town of Stevensville. All necessary equipment required to perform the duties of the peace officer position shall be supplied either by the appointed individual or from equipment already owned and maintained by the Town of Stevensville. No new or additional equipment purchases shall be required unless expressly approved by the Town Council.

Section 3. Hours of Service.

The hours, limitations, and conditions of service for the Reserve Peace Officer position shall be governed by applicable provisions of the Montana Code Annotated (MCA) 7-32-201. All scheduling, duty assignments, and authority exercised by the Reserve Peace Officer position must comply with statutory requirements and departmental policies established under MCA authority.

Section 4. Duties and Scope of Authority.

The appointed Reserve Peace Officer shall perform law enforcement duties as assigned by the Stevensville Chief of Police or their designee, consistent with the applicable MCA provisions. The Reserve Peace Officer shall operate in a support capacity and shall not exceed the authority granted to reserve officers under Montana Code Annotated and the local town policy.

Section 5. Purpose and Objective.

The purpose of establishing the Reserve Peace Officer Association is to enhance the public safety, strengthen departmental staffing flexibility, and provide trained supplemental personnel without imposing undue financial burdens on the Town of Stevensville.

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 32. LAW ENFORCEMENT

Part 2. Reserve and Auxiliary Officers

Definitions

7-32-201. Definitions. As used in this part, the following definitions apply:

(1) "Auxiliary officer" means an unsworn, part-time, volunteer member of a law enforcement agency who may perform but is not limited to the performance of such functions as civil defense, search and rescue, office duties, crowd and traffic control, and crime prevention activities.

(2) "Council" means the Montana public safety officer standards and training council established in 2-15-2029.

(3) "General law enforcement duties" means patrol operations performed for detection, prevention, and suppression of crime and the enforcement of criminal and traffic codes of this state and its local governments.

(4) "Law enforcement agency" means a law enforcement service provided directly by a local government.

(5) "Law enforcement officer" means a sworn, full-time, employed member of a law enforcement agency who is a peace officer, as defined in 46-1-202, and has arrest authority, as described in 46-6-210.

(6) "Reserve officer" means a sworn, part-time, volunteer member of a law enforcement agency or a part-time, paid member of a law enforcement agency serving as a court officer as provided in 3-6-303. The volunteer member or the part-time paid member is a peace officer, as defined in 46-1-202, and has arrest authority, as described in 46-6-210, only when authorized to perform these functions as a representative of the law enforcement agency.

(7) "Special services officer" means an unsworn, part-time, volunteer member of a law enforcement agency who may perform functions, other than general law enforcement duties, that require specialized skills, training, and qualifications, who may be required to train with a firearm, and who may carry a firearm while on assigned duty as provided in 7-32-239.

History: En. 11-1851 by Sec. 1, Ch. 85, L. 1977; R.C.M. 1947, 11-1855(part); amd. Sec. 251, Ch. 800, L. 1991; amd. Sec. 3, Ch. 82, L. 1999; amd. Sec. 10, Ch. 506, L. 2007; amd. Sec. 2, Ch. 195, L. 2021.

MCA Contents / TITLE 7 / CHAPTER 32 / Part 2 / 7-32-202 Prohibition on...

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 32. LAW ENFORCEMENT

Part 2. Reserve and Auxiliary Officers

Prohibition On Participation In Certain Pension And Retirement Systems

7-32-202. Prohibition on participation in certain pension and retirement systems. (1) A reserve officer may not participate in any pension or retirement system established for full-time law enforcement officers.

(2) An auxiliary officer may not participate in any pension or retirement system established for full-time law enforcement officers.

History: (1)En. 11-1852 by Sec. 2, Ch. 85, L. 1977; Sec. 11-1856, R.C.M. 1947; (2)En. 11-1854 by Sec. 4, Ch. 85, L. 1977; Sec. 11-1858, R.C.M. 1947; R.C.M. 1947, 11-1856(9), 11-1858(3).

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Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 32. LAW ENFORCEMENT

Part 2. Reserve and Auxiliary Officers

Provision Of Workers' Compensation Coverage

7-32-203. Provision of workers' compensation coverage. (1) Each law enforcement agency that utilizes reserve officers or special services officers shall provide full workers' compensation coverage for the officers while they are providing actual service for a law enforcement agency. The law enforcement agencies shall pay to the insurer an appropriate premium, as established by the insurer, to cover the insurance risk of providing coverage to the officers.

(2) Each law enforcement agency that utilizes auxiliary officers shall provide full workers' compensation coverage for the officers while they are providing actual service for a law enforcement agency.

History: (1)En. 11-1852 by Sec. 2, Ch. 85, L. 1977; Sec. 11-1856, R.C.M. 1947; (2)En. 11-1854 by Sec. 4, Ch. 85, L. 1977; Sec. 11-1858, R.C.M. 1947; R.C.M. 1947, 11-1856(10), 11-1858(4); amd. Sec. 1, Ch. 92, L. 1987; amd. Sec. 4, Ch. 82, L. 1999.

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MCA Contents / TITLE 7 / CHAPTER 32 / Part 2 / 7-32-211 Reserve office...

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT


CHAPTER 32. LAW ENFORCEMENT

Part 2. Reserve and Auxiliary Officers

Reserve Officers Authorized

7-32-211. Reserve officers authorized. A local government may authorize reserve officers. A person who meets minimum standards for appointment as a peace officer may be appointed as a reserve officer.

History: En. 11-1852 by Sec. 2, Ch. 85, L. 1977; R.C.M. 1947, 11-1856(part).

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MCA Contents / TITLE 7 / CHAPTER 32 / Part 2 / 7-32-212 Prohibition on...

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT


CHAPTER 32. LAW ENFORCEMENT

Part 2. Reserve and Auxiliary Officers

Prohibition On Reduction Of Full-Time Officers

7-32-212. Prohibition on reduction of full-time officers. A local government may not reduce the authorized number of full-time law enforcement officers through the appointment or utilization of reserve officers.

History: En. 11-1852 by Sec. 2, Ch. 85, L. 1977; R.C.M. 1947, 11-1856(11).

Created by **LAWST** 

MCA Contents / TITLE 7 / CHAPTER 32 / Part 2 / 7-32-213 Qualifications ...

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 32. LAW ENFORCEMENT

Part 2. Reserve and Auxiliary Officers

Qualifications For Appointment As Reserve Officer

7-32-213. Qualifications for appointment as reserve officer. To be appointed a reserve officer, a person:

- (1) must have resided in the state continuously for at least 1 year prior to the appointment and in the county where the appointment is made for a period of at least 6 months prior to the date of the appointment;
- (2) must be a citizen of the United States;
- (3) must be at least 18 years of age;
- (4) must be fingerprinted, and a search must be made of local, state, and national fingerprint files to disclose any criminal record;
- (5) may not have been convicted of a crime for which the person could have been imprisoned in a federal penitentiary or state prison;
- (6) must be of good moral character as determined by a thorough background investigation;
- (7) must be a graduate of an accredited high school or the equivalent;
- (8) must be examined by a licensed physician within 30 days immediately preceding the date of appointment and pronounced in good physical condition; and
- (9) must possess a valid Montana driver's license.

History: En. 11-1852 by Sec. 2, Ch. 85, L. 1977; R.C.M. 1947, 11-1856(part); amd. Sec. 686, Ch. 61, L. 2007.

Created by **LAWST**

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 32. LAW ENFORCEMENT

Part 2. Reserve and Auxiliary Officers

Basic Training Program Required

7-32-214. Basic training program required. (1) A reserve officer may not be authorized to function as a representative of a law enforcement agency performing general law enforcement duties after 2 years from the original appointment unless the reserve officer has satisfactorily completed a minimum 88-hour basic training program that must include but need not be limited to the following course content:

- (a) introduction and orientation--1 hour;
- (b) police ethics and professionalism--1 hour;
- (c) criminal law--4 hours;
- (d) laws of arrest--4 hours;
- (e) criminal evidence--4 hours;
- (f) administration of criminal law--2 hours;
- (g) communications, reports, and records--2 hours;
- (h) crime investigations--3 hours;
- (i) interviews and interrogations--2 hours;
- (j) patrol procedures--6 hours;
- (k) crisis intervention--4 hours;
- (l) police human and community relations--3 hours;
- (m) juvenile procedures--2 hours;
- (n) defensive tactics--4 hours;
- (o) crowd control tactics--4 hours;
- (p) firearms training--30 hours;
- (q) first aid--10 hours; and
- (r) examination--2 hours.

(2) The law enforcement agency is responsible for training its reserve officers in accordance with minimum training standards established by the council.

History: En. 11-1852 by Sec. 2, Ch. 85, L. 1977; R.C.M. 1947, 11-1856(2),(3); amd. Sec. 11, Ch. 506, L. 2007.

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 32. LAW ENFORCEMENT

Part 2. Reserve and Auxiliary Officers

Basic Training Program Required

7-32-214. Basic training program required. (1) A reserve officer may not be authorized to function as a representative of a law enforcement agency performing general law enforcement duties after 2 years from the original appointment unless the reserve officer has satisfactorily completed a minimum 88-hour basic training program that must include but need not be limited to the following course content:

- (a) introduction and orientation--1 hour;
- (b) police ethics and professionalism--1 hour;
- (c) criminal law--4 hours;
- (d) laws of arrest--4 hours;
- (e) criminal evidence--4 hours;
- (f) administration of criminal law--2 hours;
- (g) communications, reports, and records--2 hours;
- (h) crime investigations--3 hours;
- (i) interviews and interrogations--2 hours;
- (j) patrol procedures--6 hours;
- (k) crisis intervention--4 hours;
- (l) police human and community relations--3 hours;
- (m) juvenile procedures--2 hours;
- (n) defensive tactics--4 hours;
- (o) crowd control tactics--4 hours;
- (p) firearms training--30 hours;
- (q) first aid--10 hours; and
- (r) examination--2 hours.

(2) The law enforcement agency is responsible for training its reserve officers in accordance with minimum training standards established by the council.

History: En. 11-1852 by Sec. 2, Ch. 85, L. 1977; R.C.M. 1947, 11-1856(2),(3); amd. Sec. 11, Ch. 506, L. 2007.

MCA Contents / TITLE 7 / CHAPTER 32 / Part 2 / 7-32-215 Reserve man...

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 32. LAW ENFORCEMENT

Part 2. Reserve and Auxiliary Officers

Reserve Manual Required

7-32-215. Reserve manual required. The authorizing law enforcement agency establishing a law enforcement reserve force shall adopt and publish a manual setting forth the minimum qualifications, minimum training standards, and standard operating procedures for reserve officers.

History: En. 11-1853 by Sec. 3, Ch. 85, L. 1977; R.C.M. 1947, 11-1857.

Created by **LAWSON**

MCA Contents / TITLE 7 / CHAPTER 32 / Part 2 / 7-32-216 Limitations on...

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 32. LAW ENFORCEMENT

Part 2. Reserve and Auxiliary Officers

Limitations On Activities Of Reserve Officers

7-32-216. Limitations on activities of reserve officers. (1) A reserve officer may serve as a peace officer only on the orders and at the direction of the chief law enforcement administrator of the local government.

(2) Except for a reserve officer serving as a court officer as provided in 3-6-303, a reserve officer may act only in a supplementary capacity to the law enforcement agency.

(3) Reserve officers:

(a) are subordinate to full-time law enforcement officers; and

(b) may not serve unless supervised by a full-time law enforcement officer whose span of control would be considered within reasonable limits.

History: En. 11-1852 by Sec. 2, Ch. 85, L. 1977; R.C.M. 1947, 11-1856(part); amd. Sec. 3, Ch. 195, L. 2021.

Created by **LAWST**

MCA Contents / TITLE 7 / CHAPTER 32 / Part 2 / 7-32-219 Reserve force...

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 32. LAW ENFORCEMENT

Part 2. Reserve and Auxiliary Officers

Reserve Force Coordinator

7-32-219. Reserve force coordinator. The chief law enforcement administrator of a law enforcement agency with reserve officers shall appoint a full-time law enforcement officer of the agency as a reserve force coordinator. The reserve force coordinator shall coordinate the activities of the reserve force with those of the law enforcement agency.

History: En. 11-1852 by Sec. 2, Ch. 85, L. 1977; R.C.M. 1947, 11-1856(part).

Created by **LAWST**

MCA Contents / TITLE 7 / CHAPTER 32 / Part 2 / 7-32-220 Appointment ...

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 32. LAW ENFORCEMENT

Part 2. Reserve and Auxiliary Officers

Appointment Of Reserve Officer To Full-Time Position

7-32-220. Appointment of reserve officer to full-time position. A reserve officer may be appointed as a full-time law enforcement officer through the procedures provided in Montana law for such appointments.

History: En. 11-1852 by Sec. 2, Ch. 85, L. 1977; R.C.M. 1947, 11-1856(part).

Created by **LAWSII** 

MCA Contents / TITLE 7 / CHAPTER 32 / Part 2 / 7-32-222 Reserve offic...

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 32. LAW ENFORCEMENT

Part 2. Reserve and Auxiliary Officers

Reserve Officer Change In Residency

7-32-222. Reserve officer change in residency. A reserve officer may change permanent residency to another county and remain a member of the reserve officer unit to which the reserve officer was appointed provided that:

- (1) the statutory basic training requirements have been met;
- (2) the probationary period established by the law enforcement agency is completed; and
- (3) approval for continuing membership is granted by the chief law enforcement administrator controlling the reserve unit.

History: En. Sec. 1, Ch. 82, L. 1999.

Created by **LAWStu**

File Attachments for Item:

g. Discussion/Decision: Regarding Purchase Agreement for Three (3) New Toughbook's (computers) for Installation in Patrol Vehicles, Necessary/Vital for Officer response and Field Work



Stevensville Town Council Meeting

Agenda Item Request

To be submitted **BEFORE Noon** on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	John Boe – Chief of Police
Second Person Submitting the Agenda Item:	N/A
Submitter Title:	Department Head
Submitter Phone:	406.381.1300
Submitter Email:	policechief@townofstevensville.gov
Requested Council Meeting Date for Item:	January 8, 2026
Agenda Topic:	Discussion/Decision regarding purchase agreement for three (3) new Toughbook's (computers) for installation in patrol vehicles, necessary/vital for officer response and field work.
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Choose an item. <i>Yes</i>
If Approved, Meeting Date for Consideration:	EnterDate <i>11/8/26</i>
Notes:	2025 Police fund raising covers approximately 10,000.00 of the cost to replace outdated computers no longer being supported by Microsoft. Current computers are six years old and beyond their shelf life. The use of computers in patrol vehicles are vital to officer safety.

Boe ✓



Quote Name: Rugged Laptop Replacements
Quote Number: #016635 | Version 1
Prepared For: Town of Stevensville
Expiration: 11/28/2025



Rugged Laptop Replacements

Quote Information:

Quote #: 016635
Version: 1
Delivered: 11/26/2025
Expires: 11/28/2025


Prepared for:

Town of Stevensville
Gina Crowe
206 Buck Street
Stevensville, MT 59870
finance@townofstevensville.gov
406-777-5271

Prepared by:

Kelley Create
Mat Bostrom
(541) 858-4288
mat.bostrom@kelleycreate.com

Products	Price	Qty	Ext. Price
Panasonic Connect TOUGHBOOK CF-33 Rugged Tablet	\$4,050.55	3	\$12,151.65
Panasonic Keyboard	\$657.35	3	\$1,972.05
Products Subtotal			\$14,123.70

Services	Price	Qty	Ext. Price
 Configuration and Setup of Laptop and two monitors.	\$250.00	3	\$750.00
Services Subtotal			\$750.00

Quote Summary	Amount
Products	\$14,123.70
Services	\$750.00
Subtotal	\$14,873.70
Shipping	\$438.00
Total	\$15,311.70

****All purchases are subject to a potential automatic price increase of up to 25%. This adjustment accounts for market fluctuations, including but not limited to tariff-related impacts. By approving this quote, the client acknowledges and agrees to the potential price increase applied to the order.****

Acceptance and Incorporation by Reference



This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between Kelley Create (sometimes referred to as "we," "us," "our," or "Provider"), and the customer identified on the Order (sometimes referred to as "you," "your," "Partner," or "Client"). This Agreement is effective as of the date the Client accepts the Order (the "Effective Date").

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s).

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitutes your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable.

The parties, acting through their authorized officers, hereby execute this Agreement.

Signature

Date



Exhibit A

Agreement	Description
<u>Master Services Agreement</u>	General terms and conditions applicable to all Provider products and services.
<u>Services Attachment for Managed Services</u>	Core managed services including monitoring, remote management, and help-desk.
<u>Schedule of Services</u>	Description of managed services offered by Provider.
<u>Data Processing Agreement</u>	Data security and privacy agreement including statutorily required terms.
<u>Service Level Objectives</u>	Targeted response times by tier of severity.
<u>Schedule of Third-Party Services</u>	Notice of third-party services and waiver of claims.

File Attachments for Item:

h. Discussion/Decision: Regarding Entering into Agreement for New Tasers as a Less Lethal Option



Stevensville Town Council Meeting

Agenda Item Request

To be submitted **BEFORE Noon** on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	John Boe – Chief of Police
Second Person Submitting the Agenda Item:	EnterName
Submitter Title:	Department Head
Submitter Phone:	406.381.1300
Submitter Email:	policechief@townofstevensville.gov
Requested Council Meeting Date for Item:	January 8, 2026
Agenda Topic:	Discussion/Decision regarding entering into agreement for new tasers as a less lethal option.
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Choose an item. <i>Yes</i>
If Approved, Meeting Date for Consideration:	EnterDate <i>1/8/26</i>
Notes:	Axon Enterprise Quote Summary enclosed

TR



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-789376-46013ED
Issued: 12/22/2025
Quote Expiration: 12/24/2025
Estimated Contract Start Date: 03/01/2026
Account Number: 301136
Payment Terms: N30
Mode of Delivery: UPS-GND
Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Stevensville Police Department - MT 206 Buck St Stevensville, MT 59870-2021 USA	Stevensville Police Department - MT PO Box 30 Stevensville MT 59870-0030 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Spencer Brachman Phone: Email: strachman@axon.com Fax:	John Boe Phone: (406) 777-3011 Email: policechief@townofstevensville.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$15,421.80
ESTIMATED TOTAL W/ TAX	\$15,421.80

Discount Summary

Average Savings Per Year	\$3,920.04
TOTAL SAVINGS	\$19,600.19

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	\$200.00	\$0.00	\$200.00
Nov 2026	\$3,044.36	\$0.00	\$3,044.36
Nov 2027	\$3,044.36	\$0.00	\$3,044.36
Nov 2028	\$3,044.36	\$0.00	\$3,044.36
Nov 2029	\$3,044.36	\$0.00	\$3,044.36
Nov 2030	\$3,044.36	\$0.00	\$3,044.36
Total	\$15,421.80	\$0.00	\$15,421.80

Quote Unbundled Price: \$35,022.00
 Quote List Price: \$17,698.80
 Quote Subtotal: \$15,421.80

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									
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	3	60	\$182.90	\$86.66	\$74.01	\$13,321.80	\$0.00	\$13,321.80
A la Carte Hardware									
101123	AXON VR - HOLSTER - T10 SAFARI LAND GRAY - LH	1			\$100.00	\$100.00	\$100.00	\$0.00	\$100.00
A la Carte Services									
101186	AXON VR - PSO - VIRTUAL	1			\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
Total							\$15,421.80	\$0.00	\$15,421.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100726	AXON VR - TACTICAL BAG	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	2	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	50	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARI LAND HOLSTER - RH	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100613	AXON TASER 10 - SAFARI LAND HOLSTER - LH	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARI LAND GRAY - RH	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	3	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	02/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 7.5 IN	1	1	02/01/2026
Ala Carte	101123	AXON VR - HOLSTER - T10 SAFARI/AND GRAY - LH	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	20	1	02/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	10	1	02/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	1	1	03/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	20	1	02/01/2029
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	10	1	02/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	3	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	3	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	3	03/01/2026	02/28/2031

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	3
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	3
Ala Carte	101186	AXON VR - PSO - VIRTUAL	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	1	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	1	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK 17/110	1	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK 17/110	3	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY 17/110	1	02/01/2027	02/28/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	206 Buck St	Stevensville	MT	59870-2021	USA
2	206 Buck St	Stevensville	MT	59870-2021	USA

Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
ADXR000000x1JR	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	\$1.30	\$0.00	\$1.30
ADXR000000x1JR	101186	AXON VR - PSO - VIRTUAL	1	\$25.94	\$0.00	\$25.94
ADXR000000x1JR	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	3	\$172.76	\$0.00	\$172.76
Total				\$200.00	\$0.00	\$200.00

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
ADXR000000x1MF	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	\$19.74	\$0.00	\$19.74
ADXR000000x1MF	101186	AXON VR - PSO - VIRTUAL	1	\$394.81	\$0.00	\$394.81
ADXR000000x1MF	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	3	\$2,629.81	\$0.00	\$2,629.81
Total				\$3,044.36	\$0.00	\$3,044.36

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
ADXR000000x1Mg	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	\$19.74	\$0.00	\$19.74
ADXR000000x1Mg	101186	AXON VR - PSO - VIRTUAL	1	\$394.81	\$0.00	\$394.81
ADXR000000x1Mg	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	3	\$2,629.81	\$0.00	\$2,629.81
Total				\$3,044.36	\$0.00	\$3,044.36

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
ADXR000000x1Mh	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	\$19.74	\$0.00	\$19.74
ADXR000000x1Mh	101186	AXON VR - PSO - VIRTUAL	1	\$394.81	\$0.00	\$394.81
ADXR000000x1Mh	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	3	\$2,629.81	\$0.00	\$2,629.81
Total				\$3,044.36	\$0.00	\$3,044.36

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
ADXR000000x1Mf	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	\$19.74	\$0.00	\$19.74
ADXR000000x1Mf	101186	AXON VR - PSO - VIRTUAL	1	\$394.81	\$0.00	\$394.81
ADXR000000x1Mf	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	3	\$2,629.81	\$0.00	\$2,629.81
Total				\$3,044.36	\$0.00	\$3,044.36

Nov 2030					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
ADXR0000000x1M	101123	AXON VR - HOLSTER - IT0 SAFARILAND GRAY - LH	1	\$19.74	\$0.00
ADXR0000000x1M	101186	AXON VR - PSCO - VIRTUAL	1	\$394.81	\$0.00
ADXR0000000x1M	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	3	\$2,629.81	\$0.00
Total				\$3,044.36	\$0.00
					\$3,044.36

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement

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

ACEIP:

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

Acceptance of Terms:

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