

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
JANUARY 10, 2023
CITY HALL, 3200 DIANA DRIVE**

The Work Session and Regular Session are open to the public. If Executive Session is required, it will be held in the Council Conference Room, and is closed to the public. Please note that although the Council will generally consider the items on the agenda in the order shown below, they may elect to re-order items in order to accommodate the needs of the Council, city staff, presenters, or the public generally. Therefore, members of the public interested in any agenda item are encouraged to be in attendance at the start of the meeting.

CITY COUNCIL WORK SESSION – 6:30 PM

1. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). **Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.**
2. Discuss items listed on tonight's City Council agenda. No action will be taken and each item will be considered during the Regular Session.

REGULAR SESSION – 7:00 PM

CALL TO ORDER

INVOCATION AND PLEDGES OF ALLEGIANCE

1. PRESENTATIONS

- A. Employee Service Awards
 - Administrative Services Manager Jennifer Hilburn
 - Fire Engineer Cody Corder
 - Municipal Court Judge Stewart Bass
- B. Citizen Appearances/Public Comments

Citizen comments emailed to Lindsay Rawlinson (lrawlinson@richlandhills.com) on an item either listed on this agenda or not listed on this agenda will be heard at this time. Citizens in attendance at the meeting who have signed a card to speak to the City Council will also be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the city staff and City Council members are prevented from discussion of the subject and may respond only with statements of factual information or existing city policy. Public comment will not be taken on items that the Council has previously considered in a public hearing.

2. CONSENT AGENDA

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items unless a Councilmember or citizen so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

- A. Consider approval of minutes from the December 12, 2022 City Council Regular Meeting

3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

- A. None

4. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

- A. Consider Resolution 568-23 calling the May 6, 2023 General Election for Council Member Place 1, Place 3, and Place 5
- B. Consider Resolution 569-23 participating in the National Wildlife Federation's Mayor's Monarch Pledge
- C. Consider Resolution 570-23 establishing a Building Improvement Grant Program

5. CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

- A. Consider amendment to agreement with Allied Waste Services of Fort Worth, LLC dba Republic Services for Citywide Solid Waste Collection and Recycling Services
- B. Consider renewal of contract with Axon Enterprise, Inc. for the purchase of fleet camera, body worn camera, and less-lethal Taser (CEW) systems and associated digital media evidence storage systems

6. OTHER ITEMS FOR CONSIDERATION

- A. None

7. REPORTS & DISCUSSIONS

- A. November Department Reports

8. COMMUNITY INTEREST ITEMS

This is a standing item on the agenda of every regular meeting of the City Council. (The Texas Open Meetings Act effective September 1, 2009, provides that “a quorum of the city council may receive from municipal staff, and a member of the governing body may make, a report regarding items of community interest during a council meeting without having given notice of the subject of the report, provided no action is taken or discussed.” The Open Meetings Act does not allow Council to discuss an item concerning pending City Council business unless it is specifically, appropriately posted on the agenda.) An “item of community interest” includes the following:

- information regarding holiday schedules;
- honorary recognitions of city officials, employees, or other citizens;
- reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by a city official or city employee; and
- announcements involving imminent public health and safety threats to the city

9. EXECUTIVE SESSION

Executive Session: Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). **Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.**

Reconvene into open session for possible action resulting from any items posted and legally discussed in Executive Session.

10. ADJOURNMENT

CERTIFICATE

I hereby certify that the above agenda was posted on this the 5th day of January 2023 by 5:30 p.m., on the official bulletin board at the Richland Hills City Hall, 3200 Diana Drive, Richland Hills, Texas, pursuant to the Texas Government Code, Chapter 551.

Lindsay Rawlinson

Lindsay Rawlinson
City Secretary



ACCESSIBILITY STATEMENT

The Facility is wheelchair accessible. If you plan to attend this public meeting and have a disability that requires special arrangements, please notify the City Secretary 48 hours in advance at (817) 616-3810 and reasonable accommodations will be made to assist you.

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: January 10, 2023

Subject: Minutes from the December 12, 2022 Regular City Council Meeting

Agenda Item:

Approval of minutes from the December 12, 2022 Regular City Council Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

December 12, 2022 Draft Minutes

Council Action Requested:

Motion to approve the minutes from the December 12, 2022 Regular City Council Meeting

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING
DECEMBER 12, 2022
MINUTES**

Roll Call:

Council present

Edward Lopez, Mayor
Curtis A. Bergthold, Mayor Pro Tem
Douglas Knowlton, Place 1
Travis Malone, Place 2
Javier Alvarez, Place 4
G.W. Estep, Place 5 (via Zoom)

Council absent

Staff present

Candice Edmondson, City Manager
Lindsay Wells, City Secretary
James Donovan, City Attorney

REGULAR SESSION – Mayor Lopez Called to Order – Time 7:02 p.m.

INVOCATION AND PLEDGES OF ALLEGIANCE – Mayor Lopez

PRESENTATIONS

1A. Employee Service Awards

Mayor Lopez advised that Administrative Services Manager Jennifer Hilburn will be recognized for her Employee Service Award at the January 9, 2023 City Council Meeting.

1B. Citizen Appearances/Public Comments

None.

CONSENT AGENDA

2A. Approve minutes from the November 28, 2022 City Council Regular Meeting.

2B. Approve an Interlocal Agreement between the cities of Haltom City and Richland Hills for a joint Special Weapons and Tactics Team and authorize City Manager to sign agreement

Motion: Motion was made by Councilmember Malone and seconded by Mayor Pro Tem Bergthold to approve the consent agenda.

Motion carried by a vote of 5-0.

PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

3. None.

ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

- 4A. Approved Ordinance 1465-22 amending Sections 6-187 “Determination that animal is dangerous”, 6-191 “Hearing” and 6-211 “Animals which may be impounded” of Chapter 6 of the Richland Hills Code of Ordinances**

Police Captain Scott Russell presented the item to the City Council and advised of proposed changes to the ordinance governing dangerous animals. He stated that the amendments will help the City come into compliance with state statutes as well as give City staff greater ability to investigate dangerous animal incidents.

Discussion ensued regarding attacks between dogs and humans and investigations.

Motion: Motion was made by Mayor Pro Tem Bergthold and seconded by Councilmember Knowlton to approve Ordinance 1465-22 amending Sections 6-187 “Determination that animal is dangerous”, 6-191 “Hearing” and 6-211 “Animals which may be impounded” of Chapter 6 of the Richland Hills Code of Ordinances.

Motion carried by a vote of 5-0.

CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

- 5A. Approved award of contract for Bank Depository Services to JPMorgan Chase Bank, N.A. and authorize City Manager to sign contract**

Finance Director Patricia Albrecht presented the item to the City Council and advised that the depository contract with JPMorgan Chase ended on December 31, 2021. On December 13, 2021, Council approved a 90-day extension with JPMorgan Chase to allow staff time to release a Request for Applications (RFAs) and receive proposals from other qualified banking institutions. Only one proposal was received and a one-year extension with JPMorgan Chase was approved on January 24, 2022, with the intent to release another RFA at the end of 2022.

On November 28, 2022, the City received three applications from the following financial institutions: American National Bank of Texas, JPMorgan Chase Bank, and Legend Bank. Staff reviewed the proposals and using a rating system included in the RFA, determined the recommendation to be JPMorgan Chase Bank, N.A.

Motion: Motion was made by Councilmember Knowlton and seconded by Mayor Pro Tem Bergthold to approve award contract for Bank Depository Services to JPMorgan Chase Bank, N.A. for the period of February 1, 2023 to January

31, 2026, with the option for two, one-year extensions and authorize City Manager to sign contract.

Motion carried by a vote of 5-0.

OTHER ITEMS FOR CONSIDERATION

6. None.

REPORTS & DISCUSSIONS

7A. Discuss extension of Solid Waste Collection and Recycling Services Agreement with Republic Services

Director of Neighborhood Services Scott Mitchell provided a brief background regarding the extension of a solid waste collection and recycling services agreement with Republic Services. The current contract has been in place since 2017 and expires December 31, 2022. The contract does allow for an additional five-year extension with an expiration date of December 31, 2028. He stated that Republic Services has submitted amendments to the current agreement and introduced Municipal Services Manager Jeri Harwell with Republic Services to provide additional details.

Ms. Harwell discussed several issues including increasing costs across cities, transitioning to carts, difficulties in finding and maintaining employees, and collection automation.

COMMUNITY INTEREST ITEMS

8. Mayor Pro Tem Bergthold advised of several upcoming events:

- December 15, 2022 through January 15, 2023, The Link Membership Sale;
- Saturday, December 17, 2022, Wrapping Room, The Link, 12:00 to 4:00 p.m.;
- The holidays are approaching, remember to fill out the house watch form online;
- Thursday, January 12, 2023,
 - o Senior Lunch Bunch and Bingo, The Link, 12:00 to 2:00 p.m.;
 - o Tarrant County Food Pantry, The Link parking lot, 5:30 to 7:00 p.m.;
- Every Thursday, Coffee Talk, Richland Hills Public Library, 10:00 to 11:30 a.m.;
- 1st, 3rd, and 5th Thursday of the month, Storytime at the library, 6:30 p.m.;
- 2nd and 4th Friday of the month, Arts and Crafts, 6:30 p.m.;
- Last Thursday of the month, Library Lab, 6:30 p.m.; and
- Free pet adoptions and free pet registration continuing at the Animal Shelter with modified hours due to construction.

Director of Parks and Recreation Jason Brown discussed the Christmas Tree Lighting and Holiday Light Maze Event held Friday, December 2, 2022, and advised that it was a great success. It was the largest event held in last few years and he was pleased with the event.

Councilmember Knowlton wished everyone a Merry Christmas and a Happy New Year.

EXECUTIVE SESSION

9. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sec. 551.071, Sec. 551.072, Sec. 551.073, Sec. 551.074, Sec. 551.076, Sec. 551.087 and Sec. 418.0183 (f) and 418.106 (d) & (e) of the Texas Government Code (Texas Disaster Act).

None.

ADJOURNMENT

10. A motion was made by Councilmember Knowlton and seconded by Mayor Pro Tem Bergthold to adjourn.

Motion carried by a vote of 5-0.

There being no further business to come before the City Council, Mayor Lopez declared the meeting adjourned at 7:53 p.m.

ATTEST:

APPROVED:

Lindsay Rawlinson, City Secretary

Edward Lopez, Mayor

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: January 10, 2023

Subject: Resolution 568-23 calling the May 6, 2023 General Election for Council Member, Place 1, Place 3, and Place 5

Agenda Item:

Consider Resolution 568-23 calling the May 6, 2023 General Election for Council Member Place 1, Place 3, and Place 5

Background Information:

The Charter states: "The regular municipal elections of the City of Richland Hills shall be held on the May uniform Election Day of each year or as otherwise provided by state law and shall be conducted in accordance with state law".

This year's election will be held on May 6, 2023 for the purpose of electing persons for Council Member Place 1, Place 3, and Place 5. By approving Resolution 568-23, the City Council will call the May 6, 2023 General Election as required by the City Charter and state law, designate a polling place for the election, and establish and set forth procedures for conducting the election.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Resolution 568-23

Council Action Requested:

Motion to approve Resolution 568-23 calling the May 6, 2023 General Election for Council Member Place 1, Place 3, and Place 5

RESOLUTION NO. 568-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, ORDERING A GENERAL ELECTION FOR THE OFFICES OF CITY COUNCIL PLACES 1, 3, AND 5; ESTABLISHING THE DATES AND TIMES OF EARLY VOTING FOR SUCH ELECTION; ESTABLISHING A DATE FOR A RUNOFF ELECTION, IF REQUIRED; AND AUTHORIZING A CONTRACT WITH TARRANT COUNTY TO FURNISH ELECTION SERVICES AND EQUIPMENT.

WHEREAS, pursuant to the Election Code of the State of Texas and the Richland Hills City Charter, it is provided that there shall be held in each municipality in the State of Texas, a general election for the purpose of electing officials of said municipality; and

WHEREAS, the Richland Hills City Council has determined that a contract with Tarrant County Election Administration for election services and equipment is in the best interest of the City of Richland Hills.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, THAT:

Section 1. Election Order for General Election

The City Council of the City of Richland Hills, Texas, at a regular meeting held this date, does hereby order an election of officers for the City of Richland Hills, Texas, to be held on the first Saturday in May, that being May 6, 2023, for the purpose of electing one Council Member for Place 1, one Council Member for Place 3, and one Council Member for Place 5, who shall each serve for a period of two years or until their successors have been duly qualified. The Council candidate receiving the greatest number of votes for Place 1, Place 3, and Place 5 shall be declared elected.

Section 2. Joint Election Administration Contract

The Mayor is hereby authorized to execute a contract with Tarrant County Elections Administrator for the purpose of having Tarrant County furnish all or any portion of the election services and equipment needed by the City Secretary to conduct the election. The contract document and election services provided therein shall conform to Chapter 31, Subchapter D, of the Texas Election Code and other applicable statutes and laws.

Section 3. Voting Equipment

The election services contract shall provide (a) the type of electronic voting equipment to be used for early voting by personal appearance and on election day, (b) notification and training for election judges and clerks, (c) an estimate and final payment terms for the election services provided, (d) agreements for early voting equipment and voting machine rental, and (e) other procedures to conduct the election.

Section 4. Combined Ballots

Combined ballots may be utilized containing all of the offices and propositions to be voted on at each polling place, provided that no voter shall be given a ballot or permitted to vote for any office or proposition on which the voter is ineligible to vote. Returns may be made on forms, which are individual or combined, and the Tarrant County Elections Administrator shall be designated as the custodian of the combined records. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary pursuant to state law. Notice of the time and place for such drawing shall be given in accordance with the Code.

Section 5. Early Voting Clerk

Heider Garcia, Tarrant County Elections Administrator, 2700 Premier Street, Fort Worth, Texas, 76111, or his successor, is hereby appointed as Early Voting Clerk and Lindsay Rawlinson, City Secretary, 3200 Diana Drive, Richland Hills, Texas, 76118, shall serve as Deputy Early Voting Clerk. Applications for ballot by mail must be received by 12 noon or close of business, whichever is later, by Tuesday, April 25, 2023.

Mailing Address:
Tarrant County Elections
Attention: Early Voting Clerk
PO Box 961011
Fort Worth, Texas 76161-0011
www.tarrantcounty.com
817-831-8683
Fax: 817-831-6118
electionsinfo@tarrantcounty.com

Section 6. Early Voting

Early voting by personal appearance shall be conducted at the main early voting location at the Tarrant County Elections Center, 2700 Premier Street, Fort Worth, Texas 76111. Branch offices for early voting shall also be established as outlined in the joint election agreement with Tarrant County.

Early voting by personal appearance begins on Monday, April 24, 2023, and ends on Tuesday, May 2, 2023, during the hours listed below:

April 24 – 28	Monday – Friday	8:00 a.m. – 5:00 p.m.
April 29	Saturday	7:00 a.m. – 7:00 p.m.
April 30	Sunday	11:00 a.m. – 4:00 p.m.
May 1 – 2	Monday – Tuesday	7:00 a.m. – 7:00 p.m.

Applications for early voting by mail shall be delivered to the Early Voting Clerk at the address set forth in Section 5 not later than 12 noon or close of business, whichever is later, by Tuesday, April 25, 2023.

For purposes of processing ballots cast in early voting, the election officers for the Early Voting Ballot Board shall be appointed and designated in accordance with the provisions of the election agreement with Tarrant County.

Section 7. Election Day

All resident, qualified voters, determined by the laws of the State of Texas, the Charter, and ordinances of the City of Richland Hills shall be qualified to vote at such election. For the purpose of said election, the entire City is constituted into one voting precinct. Voting on Election Day, May 6, 2023, shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. The location of the polling places are designated pursuant to the Texas Election Code as those precincts designated by Tarrant County. This election shall be held and conducted in accordance with the aforesaid election agreement, election laws of the Texas Election Code, the Federal Voting Rights Act of 1965, as amended, the Charter of the City of Richland Hills, and as may be required by law. All election materials and proceedings shall be printed in English, Spanish and Vietnamese.

Section 8. Candidate Applications

Applications for candidacy to the offices of Council Member Place 1, Council Member Place 3, and Council Member Place 5 shall be made to the City Secretary of the City of Richland Hills beginning at 8:00 a.m., January 18, 2023, and not later than 5:00 p.m., February 17, 2023, in manner and form as prescribed by law, and the charter and ordinances of the City of Richland Hills, Texas. The names of eligible and qualified candidates for such office shall be placed on the ballots for such election by the City Secretary at the time and in the manner prescribed by law, and the charter and ordinances of the City of Richland Hills.

Section 9. Election Results

The results of the election shall be certified, canvassed, and returned in the form and manner prescribed by the laws of the State of Texas and the charter and ordinances of the City of Richland Hills.

Section 10. Election Notice

The notice of the election hereby ordered and called shall be promulgated, published and posted in keeping with the laws of the State of Texas, and the charter and ordinances of the City of Richland Hills.

Section 11. Election Officials

The election judge, alternate election judge, and ballot board will be appointed by the Tarrant County Elections Administrator, as permitted by law. The presiding judge shall appoint elections clerks as may be necessary for the proper conduct of the election. The election judge, or the alternate election judge in the absence of the election judge, and the election clerks shall constitute the Early Voting Ballot Board. The election judge, and alternate election judge, and election clerks shall be qualified voters of the City.

Section 12. Runoff Election

Any runoff election required for the election of members of the City Council of the City of Richland Hills, Texas, following the regular election of May 6, 2023, shall be held in accordance with Section 2.025 (a) Election Code of the State of Texas, and on a date as agreed to between the City of Richland Hills and Tarrant County Elections.

Section 13. Necessary Actions

The City Manager and the City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of federal and state law in carrying out and conducting the election, whether or not expressly authorized herein.

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on January 10, 2023, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE EDWARD LOPEZ, MAYOR

ATTEST:

LINDSAY RAWLINSON, CITY SECRETARY

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Jason Brown, Director of Parks and Recreation

Date: January 10, 2023

Subject: Resolution 569-23 Participating in Mayor's Monarch Pledge

Agenda Item:

Consider Resolution 569-23 participating in the National Wildlife Federation's Mayor's Monarch Pledge

Background Information:

The monarch butterfly is considered a critical species for the continued proliferation of flowering plants, including some food plants. In North America, the monarch's population has dramatically declined in the previous couple of decades. In fact, monarchs are currently on the threatened and endangered species list.

Additionally, North Texas is a crucial pathway for monarch migration in the fall and spring. For these reasons, the National Wildlife Federation has created the Mayor's Monarch Pledge to engage cities and towns to take this concern seriously and look for local solutions.

By approving Resolution 569-23 the Richland Hills City Council pledges to use its resources, park areas, staff expertise and educational opportunities to increase monarch habitat while decreasing negatively impactful concerns that affect monarch migratory success. In 2023, the City will commit to increase public communication and education, offer programs and more wildflower areas, and integrate monarch conservancy in our park plans.

Financial Considerations:

There will be very little financial commitment, beyond staff time. Most items are already currently planned in our park system or will be added to our programming with our afterschool program and day camps.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Resolution 569-23

Council Action Requested:

Motion to approve Resolution 569-23 participating in the National Wildlife Federation's Mayor's Monarch Pledge

RESOLUTION NO. 569-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, PLEDGING TO COMPLETE BENEFICIAL TASKS ON THE NATIONAL WILDLIFE FEDERATION'S LIST FOR THE MAYOR'S MONARCH PLEDGE IN ORDER TO SUCCESSFULLY BECOME ONE OF THE HUNDRED OF ACCREDITED LOCAL GOVERNMENTS WORKING TO REMOVE THE MONARCH BUTTERFLY FROM THE ENDANGERED AND THREATENED SPECIES LISTS.

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, the monarch butterfly is the official state insect of the State of Texas along other iconic, proud Texas symbolic animals; and

WHEREAS, the spring northern migration route and the fall southern migration route for a large portion of the North American population of monarch butterflies travel through the North Texas regions, and

WHEREAS, two decades ago over one billion monarchs made the annual migration trip to Mexico and back, but in 2014 only 60 million monarchs made the same trip; and

WHEREAS, the resulting 94 percent reduction in the migratory population landed the monarch butterfly on the endangered and threatened species list; and

WHEREAS, the National Wildlife Federation and other conservation groups have seen a rebound in species numbers since a nationwide intentional effort to reestablish and create new habitat; and

WHEREAS, every resident and business can make a difference for migratory populations of monarchs by planting native milkweed, nectar flowers and decreasing light pollution; and

WHEREAS, the Mayor and City Council on behalf of all residents and businesses accept the City of Richland Hills' role in being a part of the solution to increase monarch habitat within our city limits,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, THAT:

SECTION 1:

The above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2:

The City Council of the City of Richland Hills, Texas hereby pledges to use its resources, park areas, staff expertise and educational opportunities to increase monarch habitat while decreasing negatively impactful concerns that affect monarch migratory success.

SECTION 3:

Richland Hills will join hundreds of other local governments working toward improving monarch habitat for the benefit of all pollinators in locations where residents live, work, learn, play, and worship.

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on January 10, 2023, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE EDWARD LOPEZ, MAYOR

ATTEST:

LINDSAY RAWLINSON, CITY SECRETARY

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Logan Thatcher, Assistant to the City Manager

Date: January 10, 2023

Subject: Resolution 570-23 – Building Improvement Grant Program

Agenda Item:

Consider Resolution 570-23 establishing a Building Improvement Grant Program

Background Information:

The City Council approved funding for a Building Improvement Grant Program to encourage the development, retention, and/or expansion of business enterprises in Richland Hills. The program would allow eligible businesses to receive up to a 50% match (maximum \$5,000) of the total proposed property/building enhancements. Enhancements that are eligible for grant consideration include:

- Façade
- Landscaping
- Lighting
- Parking/Driveways
- Pedestrian Amenities
- Signage
- Demolition
- Public Art

The attached Building Improvement Grant Policy outlines the terms and conditions of the program.

Financial Considerations:

The FY 2023 Budget includes \$30,000 in the Baker Boulevard Tax Increment Reinvestment Zone Fund and \$30,000 in the Richland Hills Development Corporation Fund for Business Improvement Grants.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Resolution 570-23

Council Action Requested:

Motion to approve Resolution 570-23 establishing a Building Improvement Grant Program

RESOLUTION NO. 570-23

A RESOLUTION ESTABLISHING AND APPROVING THE CITY OF RICHLAND HILLS BUILDING IMPROVEMENTS GRANT PROGRAM

WHEREAS, the City Council of the City of Richland Hills, Texas (Council) desires to implement a matching grant program to encourage the development, retention, or expansion of business enterprises in the City; and

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide for the administration of programs that promote economic development and stimulate business and commercial activity in the City; and

WHEREAS, the City Council on January 10, 2023, considered this resolution approving a Building Improvements Grant Program Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, THAT:

The terms and conditions of the Policy, having been reviewed by the Council and found to be acceptable and in the best interest of the City and its citizens and businesses, are hereby approved.

SECTION 1. INTRODUCTION & GOALS

This program is a matching grant program that reimburses commercial property owners or business operators for Eligible Enhancements made to the Property. The goals of this Policy are to:

- 1.1. Enhance the commercial viability and sustainability of commercial properties in the City;
- 1.2. Improve the physical appearance of businesses and visibly enhance the City's commercial corridors;
- 1.3. Aid in the retention and expansion of existing businesses;
- 1.4. Increase the taxable value of commercial properties in the City;
- 1.5. Enhance commercial areas through the placement of Public Art;
- 1.6. Increase the marketability and occupancy rate of commercial buildings hindered by an outdated appearance;
- 1.7. Increase the safety of a commercial area and stimulate more public interaction; and
- 1.8. Provide incentives in areas and to businesses most likely to stimulate similar enhancements by other private entities.

SECTION 2. DEFINITIONS

The following definitions shall apply to the terms used in this Policy:

Agreement: A written performance agreement between the City of Richland Hills and the Applicant.

Applicant: Shall mean the Property owner or business occupant signing the Application for a Building Improvement Grant.

Application: Shall mean the Application for Building Improvement Grant program as maintained by Staff.

Business: Shall mean the physical building in which a person's regular occupation, profession, or trade is located at.

Building Improvement Grant: Shall mean the financial support to make designated Property Enhancements as approved, and sometimes referred to as "Grant."

City: The City of Richland Hills, Texas.

City Council: The City Council of the City of Richland Hills.

Code Violations: Shall be any violation of the City's code of ordinances.

Construction Costs: The cost of permits, fees, construction materials, and installation labor. All other associated costs are deemed excluded, including, but not limited to, the following costs: design, construction document preparation, bidding, sweat equity and construction financing.

Eligible Enhancements: Shall mean the Enhancements identified as eligible in Section 4 herein.

Enhancements: Shall be as defined in Section 4 herein.

Facade: Shall mean the exterior of a building.

Notice to Proceed: A written notice authorizing the Applicant to begin construction as approved.

Policy: Shall mean this Building Improvement Grant Policy.

Property: Shall mean the physical lot and / or building to which Enhancements are being made.

Public Art: Shall mean sculptures, murals, architectural features and similar tangible exhibits.

Staff: The City Manager or his/her designee.

SECTION 3. ELIGIBILITY

The following Properties and Businesses are eligible to receive Grants.

3.1 Properties: Only properties meeting the following requirements at the time an Application is submitted shall be eligible to receive Grants as outlined by this Policy:

3.1.1. Within the City: Property must be located within the City's municipal boundaries.

3.1.2. Non-Residentially Zoned: Property must be zoned for uses other than residential uses and the current use of the Property may not be residential.

- 3.1.3. Tax-Paying Entity: The Property must be subject to the City's Ad Valorem property tax.
 - 3.1.4. Financial Standing: Property shall be in good standing as it relates to taxes or any monies due to the City.
 - 3.1.5. City Liens: Property shall be in good standing as it relates to any liens held by the City.
 - 3.1.6. Ownership: Property owners must provide sufficient proof of ownership.
 - 3.1.7. Code Violations: Property must not have any outstanding code violations.
 - 3.1.8. Frequency: Property must not have received a Grant for any Enhancements in previous twelve-month period.
- 3.2. Businesses: Only businesses meeting the following requirements at the time an Application is submitted shall be eligible to receive Grants as outlined by this Policy:
 - 3.2.1. Financial Standing: The business shall be in good standing as it relates to taxes or any monies due to the City.
 - 3.2.2. Tax-Paying Entity: Preference will be given to businesses that are tax-paying entities.
 - 3.2.3. Property Owner Approval: Businesses, if not the owner of the Property, must provide a copy of their lease agreement and support of the Application from the Property owner prior to approval of the Application.
 - 3.2.4. Code Violations: Businesses must not have any outstanding code violations.
 - 3.2.5. Frequency: Businesses must not have received a Grant for any Enhancements in previous twelve-month period.

SECTION 4. ENHANCEMENTS

- 4.1. Aspirations: As with any policy or regulation, it is difficult to precisely regulate factors that are not easily defined. With that in mind, the following are to be considered aspirations for contemplated Enhancements:
 - Enhancements should be compatible with the character and architecture of the individual building and those in proximity;
 - Where appropriate, Enhancements may act as a catalyst to create a unique environment;
 - Enhancements should make the Property more inviting to the public; and
 - Enhancements should be functional as well as visually appealing.
- 4.2. General Enhancement Eligibility: Property Enhancements shall be deemed as eligible or ineligible for the benefits of this Policy as defined below. In general, the following Enhancements, though not exclusively, are ineligible for all Grants:
 - Any Enhancement that does not comply with existing ordinances of the City;
 - Any Enhancements made prior to the Notice to Proceed;
 - Sweat equity or "in-kind" services;
 - New construction which is not specifically listed in this Policy as an Eligible Enhancement;
 - Any Enhancements to eliminate code violations of a Property or Business;

- Fees for designing, engineering, surveying, legal services, financing, etc.; or
- Any Enhancements not identified as eligible below. A potential applicant may discuss an enhancement not identified below with City staff to ascertain whether or not the enhancement meets the purpose and intent of this Policy. If so, an amendment to this Policy may be placed before the City Council to determine the merits of including a new eligible enhancement.

4.3. Façade Enhancements: The following are Eligible Enhancements except as noted otherwise:

- 4.3.1. Façade Materials: Replacing deteriorated or unsafe façade materials with brick, stone, tile, wood, or siding meeting the City's masonry requirements and / or architectural standards. Removal of "slip" coverings of prior façade materials and re-establishment of historic façade details. Repointing of mortared joints, replacement or repair of damaged masonry.
- 4.3.2. Cleaning: Pressure washing or sand blasting existing facades, cleaning of tiles.
- 4.3.3. Painting: Scraping, priming and otherwise preparing the surface and painting of an existing building.
- 4.3.4. Window / Doors: Replacement of or improvements to existing windows or doors that are visible from a public street. New windows and doors matching replaced windows or doors.
- 4.3.5. Awnings / Canopies: Replacement of or improvements to existing awnings or canopies. New awnings or canopies.
- 4.3.6. Historical Restoration: Restoration of architectural details of historic significance and / or removal of elements covering such details.
- 4.3.7. Roof Repair: Replacement or repair of all or portions of the roof.
- 4.3.8. Gutters and Downspouts: Replacement or repair of existing gutters and / or downspouts.

4.4. Landscaping: The following are Eligible Enhancements except as noted otherwise:

- 4.4.1. Edging: Providing a perimeter to shrub beds with materials deemed to be of a long life, e.g. brick, stone, concrete, steel.
- 4.4.2. Shrubs and Trees: Shrubs and / or trees of a variety that are sustainable in the area when combined with removal of existing shrubs and / or trees that are either overgrown or of poor quality. Preference is given to xeriscape approaches using drought-tolerant plant species.
- 4.4.3. Seasonal Color: Providing one-time planting of annual or perennial flowers in critical areas adequate to provide an appealing impact.
- 4.4.4. Irrigation: Automatic irrigation system complying with all code requirements. Preference is given to water conservation measures and approaches (e.g. drip irrigation).
- 4.4.5. Lawn Renovation: Removal or re-establishment of an existing lawn with a desirable type of lawn. (An automatic irrigation system is required with this Enhancement.)
- 4.4.6. Fencing: Replacement of fencing or installation of new fencing that is visually appealing and can be seen from public view.

- 4.4.7. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: landscape pruning, mowing and / or maintenance.
- 4.5. Lighting: The following are Eligible Enhancements:
 - 4.5.1. Pedestrian: Lighting increases to pedestrian areas on or adjacent to the Property, e.g. sidewalks, parking lots.
 - 4.5.2. Accents: Lighting that accentuates exterior features of the building or Property creating a pleasant ambience on the Property.
 - 4.5.3. Signage: Lighting that illuminates signage identifying the business.
- 4.6. Parking / Driveways: The following are Eligible Enhancements except as noted otherwise:
 - 4.6.1. Reconstruction: Removal of existing pavement, gravel, curbing, drives, accessibility ramps, etc. and replacement with new construction meeting City requirements.
 - 4.6.2. Resurfacing: Re-topping asphalt parking areas.
 - 4.6.3. Restriping: Repainting of parking stall stripes and / or fire lane graphics meeting the City's requirements.
 - 4.6.4. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: Installation, repair or replacement of any surface that is not an all-weather hard surface as required by the City's code of ordinances.
- 4.7. Pedestrian Amenities: The following are Eligible Enhancements:
 - 4.7.1. Paving: Paving of a unique nature in areas that allow customers to congregate.
 - 4.7.2. Seating Areas: Provisions for seating in areas where customers may congregate before, during or after supporting the business.
 - 4.7.3. Shade: Provisions for shading pedestrian areas to include permanent or temporary canopies, awnings, umbrellas or similar shade structures.
 - 4.7.4. Music: Provisions for permanent installation of fixtures to accommodate providing music in areas where customers congregate.
 - 4.7.5. Trash Receptacles: Trash receptacles establishing or matching a design theme utilized throughout the pedestrian areas.
- 4.8. Signage: The following are Eligible Enhancements. The replacement of signs that do not conform to current City requirements is a priority for the City.
 - 4.8.1. Replacing Signs: Replacing existing signs, with new signage that complies with all City requirements.
- 4.9. Demolition: The costs of demolishing and removing existing structures on a Property may be considered for Property Enhancements.
- 4.10. Public Art: Providing for the placement of Public Art on the Property.

SECTION 5. GRANT PRIORITIES

The City has determined that the following are priorities for the benefits of this Policy. The evaluation of the merits of any Application shall take into consideration whether or not the Application also meets these priorities.

- 5.1. Preferred Areas: The following areas of the City are areas of priority for implementation of this Policy:
 - 5.1.1. Transportation Corridors including: Baker Boulevard, Boulevard 26, Handley Ederville, Glenview Drive, Airport Freeway; and Burns Street
- 5.2. Preferred Businesses: The following types of businesses are a priority for implementation of this Policy:
 - 5.2.1. Retail;
 - 5.2.2. Restaurants;
 - 5.2.3. Professional Office;
 - 5.2.4. Industrial and manufacturing; and
 - 5.2.5. Any sales-tax generating business.

SECTION 6. ADMINISTRATIVE PROCEDURES

Following are the Administrative Procedures regarding the Application for and approval of Building Improvement Grants:

- 6.1. Participation Limitations: The potential matching Grant for each type of Enhancement would be the lesser of the Maximum Percentage or Maximum Per Enhancement Category Amount. The Applicant is responsible for the remaining costs of the Enhancement and must complete the full Enhancement to be eligible for the matching Grant.
 - 6.1.1. Maximum Percentage: A Maximum Percentage of fifty percent (50%) shall be the maximum percentage of the total cost of any Enhancement that the City will grant the Applicant.
 - 6.1.2. Maximum Per Enhancement Category: A Maximum Amount of five thousand dollars (\$5,000) is the maximum dollar amount to be granted for any category of Enhancement.
 - 6.1.3. Accumulative Maximum Grant: Notwithstanding the Maximum Percentage and Maximum Per Enhancement Category limitations for each type of Enhancement, no Property or Business may receive more than five thousand dollars (\$5,000) in matching Grants during one 12-month period. The following examples are provided to clarify different application scenarios:
 - A. Example 1: Applicant desires to do \$12,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max

Percentage (50%) would be \$6,000, but the maximum Grant allowed by the Max Per Category would be \$5,000. The lesser of the two is \$5,000 which would be the maximum matching Grant for the \$12,000 landscaping project. Further, within a 12-month period the Applicant cannot receive additional grants for any Enhancements (per Section 4.13.3).

- B. Example 2: Applicant desires to do \$8,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be \$4,000, and the maximum Grant allowed by the Max Per Category would be \$5,000. The lesser of the two is \$4,000 which would be the maximum matching Grant for the \$8,000 landscaping project. Further, within a twelve-month period the Applicant cannot receive more grants for Landscape Enhancements (per Section 3.1.8), but may apply and receive a second matching Grant, not to exceed \$1,000 (\$5,000 max - \$4,000 Grant) for any Enhancement category other than Landscaping.

- 6.2. Pre-Submittal: All Applicants are encouraged to meet with Staff prior to preparation of an Application. Applicants should contact the following to set up a meeting.

Department of Development Services
3200 Diana Drive
Richland Hills, Texas 76118
(817) 616-3745

- 6.3. Application: The submittal of an Application is required prior to any evaluation of the request for Building Improvement Grants. The Application shall be on a form prepared by Staff and available on the City's website or at the location noted in 6.1.

6.3.1. Required Information: The following shall be included with the Application:

- A. Proof of ownership of the Property;
- B. Photographs of the existing Property;
- C. Drawings, renderings, plans of the proposed Enhancements;
- D. Written description of the Enhancements including building materials and color schemes to be used;
- E. Construction Cost estimate; and
- F. Proof of Insurance
- G. If Applicant is not the Property owner:
 - i. Written approval of the Application from the owner; and
 - ii. Copy of the signed lease agreement.

6.3.2. Amendments: Staff may amend the form of the Application as needed to more efficiently evaluate the merits of requested Enhancements.

- 6.4. Review & Evaluation: Following are criteria to review and evaluate the Application:

6.4.1. Review Criteria:

- A. Completeness of Application: Completeness of the Application; including all required attachments.
- B. Grant Priorities: Whether the Application includes a targeted business

- classification or whether it is located in a targeted improvement area as defined in Section 5.
- C. Impact: An estimation of the impact that the Enhancements might have, particularly as a catalyst for continued private investment.
 - D. Non-funded Improvements: Are the improvements associated with the Grant part of a larger effort to enhance the Property.
 - E. Elimination of a Non-Conformity: Do the Enhancements eliminate a legal non-conforming aspect of the Property.
- 6.4.2. Staff Evaluation and Recommendation: The coordinating Staff member shall convene the DRC to evaluate the Application.
- A. Site Visit: Prior to formal evaluation of the Application, the Applicant shall allow Staff the opportunity to visit the Property to verify its status prior to any Enhancements.
- 6.5. Approval: The DRC shall make the final decision regarding the merits of the Application, if any, if funds are available as pre-approved by the Council for the funding period. Upon approval of a matching Grant, the DRC shall enter into an Agreement with the Applicant on a form acceptable to the City Attorney. The Agreement, at a minimum, must contain the following:
- 6.5.1. Enhancements: List the specifications of the proposed Enhancements on the Property.
 - 6.5.2. Access: Provide the City and Staff access to the Property to ensure that the Enhancements or repairs are made according to the specifications and conditions in the Agreement.
 - 6.5.3. Grant: Provide for the procedures of the matching Grant payment.
 - 6.5.4. Recapture Provisions: Provide for the repayment of a Grant if the Applicant or the condition of the Property do not fulfill all obligations required under the Agreement. The City may take any remedy necessary to recover the funds, including filing a lien on the Property.
- 6.6. Pre-Construction Meeting: If the matching Grant is approved as noted above, and if deemed necessary by Staff, the Applicant must attend a pre-construction meeting with Staff to coordinate any required permits, execute Grant documents, and resolve any questions either party might have.
- 6.7. Notice to Proceed: Upon approval as noted above, Staff shall prepare and issue a written Notice to Proceed authorizing the Applicant to begin work on the Enhancements. The Notice to Proceed shall in no event be regarded as the issuance or approval of a building permit or any other construction permits.
- 6.7.1. Required: All Grant documents, including the Agreement with the City, must be executed and all required permits must be received prior to issuance of the Notice to Proceed.
 - 6.7.2. Beginning of Work: All work must begin within sixty (60) days of the issuance of the Notice to Proceed.
 - 6.7.3. Completion of Work: All work for approved projects must be complete within ninety (90) days of the Notice to Proceed unless an Applicant's written

request for extension is granted in writing by the DRC.

- 6.8. Construction: All construction shall be in accordance with all requirements for permitting and inspection by the City.
- 6.9. Verification: Upon completion and approval of the work by the City, Staff shall verify that the work has been performed as authorized in the approval action.
 - 6.9.1. Documentation: The Applicant shall provide Staff with documentation necessary to determine the Construction Costs of the Enhancements as approved, e.g. copies of paid contractor invoices, receipts or processed checks. Construction Costs not supported by adequate documentation shall not be eligible for reimbursement.
- 6.10. Payment: Upon verification of compliance with the approval action, Staff shall cause a check to be issued to the Applicant in the approved amount.
 - 6.10.1. Cost Overruns: Any costs above and beyond the amounts approved shall be the responsibility of the Applicant.
 - 6.10.2. Funding Source: Businesses located in Tax Investment Redevelopment Zone (TIRZ) will receive their funds from the TIRZ Fund. Businesses outside of the TIRZ zone will receive their funds from the Development Corporations fund.

SECTION 7. APPLICANT / OWNER CERTIFICATIONS

The Application shall include the following certifications which shall be affirmed by the Applicant / Owner by signing the Application.

- 7.1. Application Accuracy: The information provided in the Application, and all that may have been affixed thereto, is true and correct, and that the City may rely on all of the information therein contained, and all that may have been affixed thereto, as being true and correct.
- 7.2. Compliance: I (we) certify that I am (we are) solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Grant upon completion of the project shall constitute approval of the project by any City department or Staff or a waiver by the City of any safety regulation, building code, ordinance or other applicable regulation.
- 7.3. Insurance: I (we) certify that I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to the project.
- 7.4. Maintenance: I (we) certify that the Enhancements, once approved by the City shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the City.

- 7.5. Discretionary Rights: I (we) certify that I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to the Application, whether or not such discretion is deemed arbitrary or without basis in fact including the right to approve or disapprove a Grant on terms and conditions that are contrary to the guidelines of this policy.
- 7.6. Policy Promotion: I (we) authorize the City to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the Property or Business during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the City's website.
- 7.7. Indemnification: I (we) certify that I am (we are) solely responsible for overseeing the work, and will not seek to hold the City, the DRC, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agree to indemnify the City, the DRC, and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.

SECTION 8. GENERAL PROVISIONS

- 8.1. Termination: The City has the right to terminate any agreement under this Policy for any reason.
- 8.2. Changes During Construction: If an Applicant seeks to change the scope of their project after a Grant has been approved, the Applicant shall meet with the DRC to discuss the desired change. The DRC has the authorization to approve minor modifications during construction. Any other desired modification shall be placed before the city manager for reconsideration.
- 8.3. Flexibility: The terms and conditions of this Policy are a guideline for the Board during their deliberation and evaluation. The City reserves the right to modify the terms and conditions herein at any time, including for any pending application, and may approve a Grant on terms and conditions contrary to the guidelines set forth in this policy.
- 8.4. Section or Other Headings: Section or other headings contained in this Policy are for reference purposes only and shall not affect in any way the meaning or interpretation of this Policy.
- 8.5. Severability: In the event that any provision of this Policy is determined to be illegal, invalid, or unenforceable, then, and in that event, it is the intention that the remainder of this Policy shall not be affected thereby.

SECTION 9.

This Resolution shall become effective immediately upon its passage.

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on January 10, 2023, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE EDWARD LOPEZ, MAYOR

ATTEST:

LINDSAY RAWLINSON, CITY SECRETARY

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Scott Mitchell, Director of Neighborhood Services

Date: January 10, 2023

Subject: Amended Agreement for Solid Waste Collection and Recycling Services

Agenda Item:

Consider amendment to agreement with Allied Waste Services of Fort Worth, LLC dba Republic Services for Citywide Solid Waste Collection and Recycling Services

Background Information:

The City of Richland Hills currently has a contract with Allied Waste Services of Fort Worth (dba Republic Services) for the pick-up and disposal of solid waste and recyclable materials. The current contract has been in place since 2017 and expired December 31, 2022. The contract does allow for an additional five (5) year extension with an expiration date of December 31, 2028.

Republic Services has submitted an amendment to the existing contract for solid waste collection and recycling services with the following adjustments:

1. Contract term allows for an additional five (5) year extension upon the mutual agreement of the parties.
2. Recognizes the following holidays: Thanksgiving Day, Christmas Day, New Year's Day.
3. Changes annual rate increase from 3% to 4% annually.
4. Increases franchise fee to 12% of the gross billing from commercial, institutional, and multi-family customers. Republic was already paying the City a 12% fee instead of the 8% fee that is included in the current contract.
5. Understanding that that the provider will be converting to automated cart collection during the term of this franchise agreement. During the conversion there is the possibility of a rate change, which both parties agree to negotiate in good faith. If an agreement cannot be reached, either party may terminate the agreement at the end of the then current term of the agreement.

Staff has been very pleased with Republic's collection services and responsiveness to issues/concerns. Based on the City's positive relationship with Republic and minor amendments to the contract terms, staff recommends Council approve the amended agreement and extend the agreement for an additional five (5) year period ending December 31, 2028. Republic representatives have agreed to work with staff on public

communication and education ahead of any proposed changes to collection services in the future.

Financial Considerations:

The only financial change to the agreement is the proposed annual rate increase from 3% to 4%. The attached rate sheets show the proposed 4% rate increase for 2023.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Amendment to Agreement for Citywide Solid Waste Collection and Recycling Services
2022 Richland Hills Rate Sheet
2023 Richland Hills Rate Sheet

Council Action Requested:

Motion to approve amended agreement with Allied Waste Services of Fort Worth, LLC dba Republic Services for Citywide Solid Waste Collection and Recycling Services and extending agreement to December 31, 2028

AMENDMENT TO AGREEMENT FOR CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES

This Amendment to the Agreement for Citywide Solid Waste Collection and Recycling Services between the City of Richland Hills, TX and Allied Waste Services of Fort Worth, LLC dba Republic Services of Fort Worth. ("Amendment") is entered into as of January 10th, 2023 ("Effective Date").

Recitals

A. City of Richland Hills, Texas ("City"), and Allied Waste Services of Fort Worth, LLC dba Republic Services of Fort Worth ("Contractor") entered into that certain Agreement for Citywide Solid Waste Collection and Recycling Services, dated January 1, 2018 (the "Agreement").

B. City and Contractor have now agreed to extend the term of the Agreement and modify other terms as identified below.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. **Terms.** Section 2. The term of the Agreement is hereby extended for an additional five (5) years, now expiring on December 31, 2028. The Agreement can be extended for an additional five (5) year term with the mutual agreement of the parties.

2. **Solid Waste Services.** Section 4(a)(9). This Section is hereby modified to indicate that the following holidays are to be recognized:

Thanksgiving Day, Christmas Day, and New Year's Day.

3. **Billing and Franchise Fees.** Section 7(a)(5). This Section is hereby modified to change the annual rate increase from 3 percent (3%) to four percent (4%) annually.

4. **Billing and Franchise Fees.** Section 7(b)(5). This Section is modified to indicate that the franchise fee is increase to twelve percent (12%) of the gross billing from the collection of Acceptable Waste from Commercial, Institutional, and Multi-Family customers.

5. Solid Waste Services. Section 4. This Section is hereby modified to add the following provision:

d) Contractor is currently providing the services prescribed hereunder utilizing manual collection and the vehicles associated with manual collection. The City understands and agrees that as a condition to continue to provide services to the City, the Contractor will be converting to the use of automated cart collection vehicles to provide the services. This conversion to automated collection vehicles will take place during the term of the Franchise Agreement over several months. The parties understand and agree that this conversion could require a change to the rates for the provision of all services. The parties agree to negotiate in good faith the timing, the term and the increase to rates. If the parties cannot come to mutual agreement on the increased rates either party may terminate the Franchise Agreement at the end of the then current Term.

6. **Capitalized Terms.** Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

7. **Continuing Effect.** Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

8. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Effective Date.

City of Richland Hills, Texas:

**Allied Waste Services of Fort Worth LLC dba
Republic Services of Fort Worth**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

City of Richland Hills

FRANCHISED CITY RATES

January 1, 2022

Resi Solid Waste	\$ 10.96
Resi Recycle	\$ 4.28
Senior SW and Recycle	\$ 14.50
Resi Backdoor w/ Rec	\$ 19.81
Sen Backdoor w/ Rec	\$ 18.85

COMMERCIAL FRONT-LOAD RATES

Size	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2-Yd	60.01	94.89	133.08	169.12	207.33	245.52	18.80
3-Yd	81.22	109.22	191.47	248.76	301.71	364.43	21.99
4-Yd	110.08	182.13	256.34	330.57	404.79	485.53	29.31
6-yd	130.91	241.17	308.03	420.65	532.85	623.56	43.95
8-yd	171.28	315.38	433.46	555.87	669.56	787.63	58.65

ROLLOFF RATES

Size	Type	Delivery	Rental per Day	Haul per Load	Disposal per Load	Total per Load	Deposit
20-Yd	Open	\$ 96.69	\$ 4.60	\$ 128.84	\$ 217.09	\$ 345.93	\$ 322.29
25-Yd	Open	\$ 96.69	\$ 4.60	\$ 128.84	\$ 231.92	\$ 360.76	\$ 322.29
30-Yd	Open	\$ 96.69	\$ 4.60	\$ 128.84	\$ 325.64	\$ 454.48	\$ 322.29
35-Yd	Open	\$ 96.69	\$ 4.60	\$ 128.84	\$ 379.92	\$ 508.76	\$ 322.29
40-Yd	Open	\$ 96.69	\$ 4.60	\$ 128.84	\$ 434.19	\$ 563.03	\$ 322.29
28-Yd	Comp	Nego	Nego	\$ 128.84	\$ 350.30	\$ 479.14	Nego
30-Yd	Comp	Nego	Nego	\$ 128.84	\$ 431.45	\$ 560.29	Nego
35-Yd	Comp	Nego	Nego	\$ 128.84	\$ 541.38	\$ 670.22	Nego
40-Yd	Comp	Nego	Nego	\$ 128.84	\$ 575.27	\$ 704.11	Nego
42-Yd	Comp	Nego	Nego	\$ 128.84	\$ 610.87	\$ 739.71	Nego

Franchise Fee 12%

Commercial Hand Collect - 2 Times a week \$ 39.79 PER MONTH (Limit 4 bags)

Casters \$ 8.76 Per Month
 Locks \$ 1.46 Per Lift
 Extra Yardage \$ 21.82 Per Yard

City of Richland Hills

FRANCHISED CITY RATES

January 1, 2023

Resi Solid Waste	\$ 11.40
Resi Recycle	\$ 4.45
Senior SW and Recycle	\$ 15.08
Resi Backdoor w/ Rec	\$ 20.60
Sen Backdoor w/ Rec	\$ 19.60

Commercial Frontload Rates

Size	1 X	2 X	3 X	4 X	5 X	6 X	Extra
2-Yd	62.41	98.68	138.41	175.88	215.62	255.34	19.55
3-Yd	84.47	113.58	199.13	258.71	313.78	379.01	22.87
4-Yd	114.49	189.41	266.60	343.80	420.98	504.95	30.48
6-yd	136.15	250.82	320.35	437.47	554.17	648.50	45.71
8-yd	178.13	327.99	450.80	578.10	696.34	819.13	60.99

Rolloff Rates

Size	Type	Delivery	Rental per Day	Haul per Load	Disposal per Load	Total per Load	Deposit
20-Yd	Open	\$ 100.56	\$ 4.79	\$ 133.99	\$ 225.78	\$ 359.77	\$ 335.19
25-Yd	Open	\$ 100.56	\$ 4.79	\$ 133.99	\$ 241.20	\$ 375.19	\$ 335.19
30-Yd	Open	\$ 100.56	\$ 4.79	\$ 133.99	\$ 338.67	\$ 472.66	\$ 335.19
35-Yd	Open	\$ 100.56	\$ 4.79	\$ 133.99	\$ 395.12	\$ 529.11	\$ 335.19
40-Yd	Open	\$ 100.56	\$ 4.79	\$ 133.99	\$ 451.56	\$ 585.55	\$ 335.19
28-Yd	Comp	Nego	Nego	\$ 133.99	\$ 364.32	\$ 498.31	Nego
30-Yd	Comp	Nego	Nego	\$ 133.99	\$ 448.71	\$ 582.70	Nego
35-Yd	Comp	Nego	Nego	\$ 133.99	\$ 563.04	\$ 697.03	Nego
40-Yd	Comp	Nego	Nego	\$ 133.99	\$ 598.28	\$ 732.27	Nego
42-Yd	Comp	Nego	Nego	\$ 133.99	\$ 635.30	\$ 769.29	Nego

Franchise Fee 12%

Commercial Hand Collect - 2 Times a week

\$ 41.38 Per Month (Limit 4 bags)

Casters \$ 9.11 Per Month
Locks \$ 1.52 Per Lift
Extra Yardage \$ 22.70 Per Yard

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Kimberly Sylvester, Chief of Police

Date: January 10, 2023

Subject: Axon Enterprise Inc. Contract Renewal

Agenda Item:

Consider renewal of contract with Axon Enterprise, Inc. for the purchase of fleet camera, body worn camera and less-lethal Taser (CEW) systems and associated digital media evidence storage systems

Background Information:

On May 18, 2018, City Council approved a five (5) year contract with Axon Enterprise for the purchase of in-car and body worn cameras as well as all related installation costs for the new system.

Since that time, the police department has successfully utilized the Axon camera and storage systems and been satisfied with the performance and advancement of the technology. Axon cameras were also added to the new interview rooms during the renovation of the law enforcement center so that all evidence would be stored in one system.

As the initial five (5) year contract is coming to an end, staff has negotiated a new contract with Axon that will cover the periodic replacement costs for the equipment, storage, and software for the system for a proposed ten (10) year period with a ten (10) year warranty. The new contract combines all services and technology with Axon into two separate contracts.

The Body Worn Cameras and Tasers will now be on one contract with a bundle pricing opportunity that returns an estimated 23% savings per user per month. The contract includes the following services and equipment:

- Professional Evidence.com License
- Weapon Axon Evidence License
- Unlimited Storage
- Axon Signal Sidearm
- Axon Respond for Devices
- Auto-Tagging
- Axon Body Camera (Body 3)

- Included camera hardware upgrade every 2.5 years
- TASER Dock
- Training Cartridges
- Duty Cartridges
- Unlimited Duty Cartridges
- TASER 7 upgraded less-lethal weapon

The Fleet In-Car Camera System will be on a separate contract since the replacement period is longer than that of body-worn cameras. The opportunity to renew this contract now returns a 16% savings as opposed to waiting until the contract expires in June 2023. The contract includes the following services and equipment:

- (12) fleet in-car cameras with the upgraded car camera Fleet 3 system
- Gap coverage for the period between the existing technology (Fleet 2) and when Fleet 3 becomes available this year.
- Added Automatic License Plate Reader (ALPR) system on each car that will enhance investigative abilities and solvability of crime.
- Unlimited fleet storage
- Axon Respond+ capabilities
- Installation of new system within the next 10 months

North Richland Hills, Haltom City and Watauga are all on the Axon system which has proven to be very beneficial for the shared services program as the cities use one system for sharing and storing digital evidence. All four partner cities are coming to the end of the original five (5) year contract with Axon and have already renewed or plan to renew their agreements.

Financial Considerations:

Body Worn Cameras and Tasers - current pricing under the existing contract for these services and equipment is \$38,270 not including the separate cost of \$4,800 for signal sidearm system (\$43,070). The new contract, which also adds additional body worn cameras and tasers for the Fire Marshal position and Public Information Officer position, will be \$41,707 in FY 2024 and the remaining nine (9) annual payments will be fixed at \$51,035.

The contract also includes body worn cameras for Animal Control , Code Enforcement and the Crime Scene Technician that are not included in the bundled package with the taser.

Fleet In-Car Camera System - current pricing under the existing contract for these services and equipment is \$10,920 annually. The new contract, which includes an additional camera for the Fire Marshal vehicle, the assigned operations lieutenant vehicle, and the added ALPR technology system, will be \$13,539 for FY 2024 and the remaining nine (9) annual payments will be fixed at \$21,540. The proposed contract also absorbs the last payment of \$10,920 that would be due for the current fleet contract.

Legal Review:

The City Attorney previously reviewed the contract with Axon Enterprise, Inc.

Board/Citizen Input:

N/A

Attachments:

Q-444270-44915.880DC-BWC and Taser Bundle Pricing Contract
Q-444247-44915.882DC-Fleet 3 Pricing Contract
Axon Master Services and Purchasing Agreement

Council Action Requested:

Motion to approve renewal of contract with Axon Enterprise, Inc. for the purchase of fleet camera, body worn camera and less-lethal Taser (CEW) systems and associated digital media evidence storage systems for a ten (10) year period



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Issued: 12/20/2022

Quote Expiration: 01/14/2023

Estimated Contract Start Date: 03/01/2023

Account Number: 114435

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-6700 Baker Blvd 6700 Baker Blvd Richland Hills, TX 76118-6227 USA	Richland Hills Police Dept. - TX 6700 Baker Blvd Richland Hills, TX 76118-6227 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Woodhull Phone: Email: dwoodhull@axon.com Fax:	Kimberly Sylvester Phone: (817) 299-1880 Email: ksylvester@richlandhills.com Fax: (817) 299-1890

Quote Summary

Program Length	120 Months
TOTAL COST	\$509,823.39
ESTIMATED TOTAL W/ TAX	\$509,823.39

Discount Summary

Average Savings Per Year	\$14,797.84
TOTAL SAVINGS	\$147,978.41

Payment Summary

Date	Subtotal	Tax	Total
Feb 2023	\$8,799.96	\$0.00	\$8,799.96
Oct 2023	\$41,707.99	\$0.00	\$41,707.99
Jan 2024	\$51,035.02	\$0.00	\$51,035.02
Jan 2025	\$51,034.97	\$0.00	\$51,034.97
Jan 2026	\$51,034.97	\$0.00	\$51,034.97
Jan 2027	\$51,034.97	\$0.00	\$51,034.97
Jan 2028	\$51,034.97	\$0.00	\$51,034.97
Jan 2029	\$51,034.97	\$0.00	\$51,034.97
Jan 2030	\$51,034.97	\$0.00	\$51,034.97
Jan 2031	\$51,034.97	\$0.00	\$51,034.97
Jan 2032	\$51,035.63	\$0.00	\$51,035.63
Total	\$509,823.39	\$0.00	\$509,823.39

Quote Unbundled Price:	\$657,801.80
Quote List Price:	\$538,937.00
Quote Subtotal:	\$509,823.39

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									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$14,600.01)	(\$14,600.01)	\$0.00	(\$14,600.01)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$6,699.60	\$6,699.60	\$0.00	\$6,699.60
BWCamTAP	Body Worn Camera TAP Bundle	3	120	\$18.93	\$28.00	\$28.00	\$10,080.00	\$0.00	\$10,080.00
Core+10	2021 Core+ 10 Year	25	120	\$207.16	\$166.45	\$159.16	\$477,480.00	\$0.00	\$477,480.00
A la Carte Hardware									
73346	AXON CAMERA REFRESH FOUR	3			\$792.00	\$792.00	\$2,376.00	\$0.00	\$2,376.00
73345	AXON CAMERA REFRESH THREE	3			\$784.00	\$784.00	\$2,352.00	\$0.00	\$2,352.00
AB3C	AB3 Camera Bundle	3			\$699.00	\$699.00	\$2,097.00	\$0.00	\$2,097.00
A la Carte Software									
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	3	120		\$24.00	\$24.00	\$8,640.00	\$0.00	\$8,640.00
ProLicense	Pro License Bundle	3	120		\$39.00	\$40.83	\$14,698.80	\$0.00	\$14,698.80
Total							\$509,823.39	\$0.00	\$509,823.39

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Core+ 10 Year	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	28	02/01/2023
2021 Core+ 10 Year	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	02/01/2023
2021 Core+ 10 Year	20018	TASER 7 BATTERY PACK, TACTICAL	30	02/01/2023
2021 Core+ 10 Year	20160	TASER 7 HOLSTER - SAFARILAND, RH+ CART CARRIER	25	02/01/2023
2021 Core+ 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	02/01/2023
2021 Core+ 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	02/01/2023
2021 Core+ 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	02/01/2023
2021 Core+ 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	02/01/2023
2021 Core+ 10 Year	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	02/01/2023
2021 Core+ 10 Year	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	02/01/2023
2021 Core+ 10 Year	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	02/01/2023
2021 Core+ 10 Year	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	02/01/2023
2021 Core+ 10 Year	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	02/01/2023
2021 Core+ 10 Year	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4	02/01/2023
2021 Core+ 10 Year	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	02/01/2023
2021 Core+ 10 Year	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	4	02/01/2023
2021 Core+ 10 Year	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	50	02/01/2023
2021 Core+ 10 Year	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	25	02/01/2023
2021 Core+ 10 Year	74028	WING CLIP MOUNT, AXON RAPIDLOCK	28	02/01/2023
2021 Core+ 10 Year	74200	TASER 7 6-BAY DOCK AND CORE	1	02/01/2023
2021 Core+ 10 Year	74210	AXON BODY 3 - 8 BAY DOCK	4	02/01/2023
2021 Core+ 10 Year	75015	SIGNAL SIDEARM KIT	25	02/01/2023
2021 Core+ 10 Year	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	02/01/2023
2021 Core+ 10 Year	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	02/01/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	4	02/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3	02/01/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	4	02/01/2023
2021 Core+ 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	02/01/2024
2021 Core+ 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	02/01/2024
2021 Core+ 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	02/01/2025
2021 Core+ 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	02/01/2025
2021 Core+ 10 Year	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	02/01/2025
2021 Core+ 10 Year	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	02/01/2025
2021 Core+ 10 Year	73309	AXON CAMERA REFRESH ONE	25	08/01/2025
2021 Core+ 10 Year	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4	08/01/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	3	08/01/2025
2021 Core+ 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	02/01/2026
2021 Core+ 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	02/01/2026
2021 Core+ 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	02/01/2027
2021 Core+ 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	02/01/2027
2021 Core+ 10 Year	20242	TASER CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	25	02/01/2028
2021 Core+ 10 Year	73310	AXON CAMERA REFRESH TWO	25	02/01/2028
2021 Core+ 10 Year	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4	02/01/2028

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	3	02/01/2028
2021 Core+ 10 Year	73345	AXON CAMERA REFRESH THREE	25	08/01/2030
2021 Core+ 10 Year	73347	MULTI-BAY BWC DOCK 3RD REFRESH	4	08/01/2030
A la Carte	73345	AXON CAMERA REFRESH THREE	3	08/01/2030
2021 Core+ 10 Year	73346	AXON CAMERA REFRESH FOUR	25	02/01/2033
2021 Core+ 10 Year	73348	MULTI-BAY BWC DOCK 4TH REFRESH	4	02/01/2033
A la Carte	73346	AXON CAMERA REFRESH FOUR	3	02/01/2033

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Core+ 10 Year	20248	TASER EVIDENCE.COM ACCESS LICENSE	25	03/01/2023	02/28/2033
2021 Core+ 10 Year	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	03/01/2023	02/28/2033
2021 Core+ 10 Year	73449	RESPOND DEVICE LICENSE	25	03/01/2023	02/28/2033
2021 Core+ 10 Year	73682	AUTO TAGGING LICENSE	25	03/01/2023	02/28/2033
2021 Core+ 10 Year	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	75	03/01/2023	02/28/2033
2021 Core+ 10 Year	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	25	03/01/2023	02/28/2033
2021 Core+ 10 Year	73746	PROFESSIONAL EVIDENCE.COM LICENSE	25	03/01/2023	02/28/2033
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	9	03/01/2023	02/28/2033
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	3	03/01/2023	02/28/2033
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	3	03/01/2023	02/28/2033

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Core+ 10 Year	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	02/01/2024	02/28/2033
2021 Core+ 10 Year	80395	EXT WARRANTY, TASER 7 HANDLE	25	02/01/2024	02/28/2033
2021 Core+ 10 Year	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	02/01/2024	02/28/2033
2021 Core+ 10 Year	80464	EXT WARRANTY, CAMERA (TAP)	25	02/01/2024	02/28/2033
2021 Core+ 10 Year	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4	02/01/2024	02/28/2033
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	3	02/01/2024	02/28/2033

Payment Details

Feb 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 Feb 23'	100552	TRANSFER CREDIT - GOODS	1	\$115.64	\$0.00	\$115.64
Year 1 Feb 23'	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$252.01)	\$0.00	(\$252.01)
Year 1 Feb 23'	73345	AXON CAMERA REFRESH THREE	3	\$40.60	\$0.00	\$40.60
Year 1 Feb 23'	73346	AXON CAMERA REFRESH FOUR	3	\$41.01	\$0.00	\$41.01
Year 1 Feb 23'	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	3	\$149.13	\$0.00	\$149.13
Year 1 Feb 23'	AB3C	AB3 Camera Bundle	3	\$36.20	\$0.00	\$36.20
Year 1 Feb 23'	BWCamTAP	Body Worn Camera TAP Bundle	3	\$173.99	\$0.00	\$173.99
Year 1 Feb 23'	Core+10	2021 Core+ 10 Year	25	\$8,241.69	\$0.00	\$8,241.69
Year 1 Feb 23'	ProLicense	Pro License Bundle	3	\$253.71	\$0.00	\$253.71
Total				\$8,799.96	\$0.00	\$8,799.96

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 Oct 23'	100552	TRANSFER CREDIT - GOODS	1	\$548.09	\$0.00	\$548.09
Year 1 Oct 23'	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,194.41)	\$0.00	(\$1,194.41)
Year 1 Oct 23'	73345	AXON CAMERA REFRESH THREE	3	\$192.41	\$0.00	\$192.41
Year 1 Oct 23'	73346	AXON CAMERA REFRESH FOUR	3	\$194.38	\$0.00	\$194.38
Year 1 Oct 23'	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	3	\$706.83	\$0.00	\$706.83
Year 1 Oct 23'	AB3C	AB3 Camera Bundle	3	\$171.55	\$0.00	\$171.55
Year 1 Oct 23'	BWCamTAP	Body Worn Camera TAP Bundle	3	\$824.63	\$0.00	\$824.63
Year 1 Oct 23'	Core+10	2021 Core+ 10 Year	25	\$39,062.02	\$0.00	\$39,062.02
Year 1 Oct 23'	ProLicense	Pro License Bundle	3	\$1,202.49	\$0.00	\$1,202.49
Total				\$41,707.99	\$0.00	\$41,707.99

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS	1	\$670.65	\$0.00	\$670.65
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,461.51)	\$0.00	(\$1,461.51)
Year 2	73345	AXON CAMERA REFRESH THREE	3	\$235.44	\$0.00	\$235.44
Year 2	73346	AXON CAMERA REFRESH FOUR	3	\$237.85	\$0.00	\$237.85
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	3	\$864.89	\$0.00	\$864.89
Year 2	AB3C	AB3 Camera Bundle	3	\$209.92	\$0.00	\$209.92
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	3	\$1,009.04	\$0.00	\$1,009.04
Year 2	Core+10	2021 Core+ 10 Year	25	\$47,797.34	\$0.00	\$47,797.34
Year 2	ProLicense	Pro License Bundle	3	\$1,471.40	\$0.00	\$1,471.40
Total				\$51,035.02	\$0.00	\$51,035.02

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS	1	\$670.65	\$0.00	\$670.65
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,461.51)	\$0.00	(\$1,461.51)

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73345	AXON CAMERA REFRESH THREE	3	\$235.44	\$0.00	\$235.44
Year 3	73346	AXON CAMERA REFRESH FOUR	3	\$237.85	\$0.00	\$237.85
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	3	\$864.89	\$0.00	\$864.89
Year 3	AB3C	AB3 Camera Bundle	3	\$209.92	\$0.00	\$209.92
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	3	\$1,009.03	\$0.00	\$1,009.03
Year 3	Core+10	2021 Core+ 10 Year	25	\$47,797.30	\$0.00	\$47,797.30
Year 3	ProLicense	Pro License Bundle	3	\$1,471.40	\$0.00	\$1,471.40
Total				\$51,034.97	\$0.00	\$51,034.97

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS	1	\$670.65	\$0.00	\$670.65
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,461.51)	\$0.00	(\$1,461.51)
Year 4	73345	AXON CAMERA REFRESH THREE	3	\$235.44	\$0.00	\$235.44
Year 4	73346	AXON CAMERA REFRESH FOUR	3	\$237.85	\$0.00	\$237.85
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	3	\$864.89	\$0.00	\$864.89
Year 4	AB3C	AB3 Camera Bundle	3	\$209.92	\$0.00	\$209.92
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	3	\$1,009.03	\$0.00	\$1,009.03
Year 4	Core+10	2021 Core+ 10 Year	25	\$47,797.30	\$0.00	\$47,797.30
Year 4	ProLicense	Pro License Bundle	3	\$1,471.40	\$0.00	\$1,471.40
Total				\$51,034.97	\$0.00	\$51,034.97

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS	1	\$670.65	\$0.00	\$670.65
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,461.51)	\$0.00	(\$1,461.51)
Year 5	73345	AXON CAMERA REFRESH THREE	3	\$235.44	\$0.00	\$235.44
Year 5	73346	AXON CAMERA REFRESH FOUR	3	\$237.85	\$0.00	\$237.85
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	3	\$864.89	\$0.00	\$864.89
Year 5	AB3C	AB3 Camera Bundle	3	\$209.92	\$0.00	\$209.92
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	3	\$1,009.03	\$0.00	\$1,009.03
Year 5	Core+10	2021 Core+ 10 Year	25	\$47,797.30	\$0.00	\$47,797.30
Year 5	ProLicense	Pro License Bundle	3	\$1,471.40	\$0.00	\$1,471.40
Total				\$51,034.97	\$0.00	\$51,034.97

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100552	TRANSFER CREDIT - GOODS	1	\$670.65	\$0.00	\$670.65
Year 6	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,461.51)	\$0.00	(\$1,461.51)
Year 6	73345	AXON CAMERA REFRESH THREE	3	\$235.44	\$0.00	\$235.44
Year 6	73346	AXON CAMERA REFRESH FOUR	3	\$237.85	\$0.00	\$237.85
Year 6	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	3	\$864.89	\$0.00	\$864.89
Year 6	AB3C	AB3 Camera Bundle	3	\$209.92	\$0.00	\$209.92
Year 6	BWCamTAP	Body Worn Camera TAP Bundle	3	\$1,009.03	\$0.00	\$1,009.03
Year 6	Core+10	2021 Core+ 10 Year	25	\$47,797.30	\$0.00	\$47,797.30

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	ProLicense	Pro License Bundle	3	\$1,471.40	\$0.00	\$1,471.40
Total				\$51,034.97	\$0.00	\$51,034.97

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	100552	TRANSFER CREDIT - GOODS	1	\$670.65	\$0.00	\$670.65
Year 7	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,461.51)	\$0.00	(\$1,461.51)
Year 7	73345	AXON CAMERA REFRESH THREE	3	\$235.44	\$0.00	\$235.44
Year 7	73346	AXON CAMERA REFRESH FOUR	3	\$237.85	\$0.00	\$237.85
Year 7	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	3	\$864.89	\$0.00	\$864.89
Year 7	AB3C	AB3 Camera Bundle	3	\$209.92	\$0.00	\$209.92
Year 7	BWCamTAP	Body Worn Camera TAP Bundle	3	\$1,009.03	\$0.00	\$1,009.03
Year 7	Core+10	2021 Core+ 10 Year	25	\$47,797.30	\$0.00	\$47,797.30
Year 7	ProLicense	Pro License Bundle	3	\$1,471.40	\$0.00	\$1,471.40
Total				\$51,034.97	\$0.00	\$51,034.97

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	100552	TRANSFER CREDIT - GOODS	1	\$670.65	\$0.00	\$670.65
Year 8	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,461.51)	\$0.00	(\$1,461.51)
Year 8	73345	AXON CAMERA REFRESH THREE	3	\$235.44	\$0.00	\$235.44
Year 8	73346	AXON CAMERA REFRESH FOUR	3	\$237.85	\$0.00	\$237.85
Year 8	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	3	\$864.89	\$0.00	\$864.89
Year 8	AB3C	AB3 Camera Bundle	3	\$209.92	\$0.00	\$209.92
Year 8	BWCamTAP	Body Worn Camera TAP Bundle	3	\$1,009.03	\$0.00	\$1,009.03
Year 8	Core+10	2021 Core+ 10 Year	25	\$47,797.30	\$0.00	\$47,797.30
Year 8	ProLicense	Pro License Bundle	3	\$1,471.40	\$0.00	\$1,471.40
Total				\$51,034.97	\$0.00	\$51,034.97

Jan 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	100552	TRANSFER CREDIT - GOODS	1	\$670.65	\$0.00	\$670.65
Year 9	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,461.51)	\$0.00	(\$1,461.51)
Year 9	73345	AXON CAMERA REFRESH THREE	3	\$235.44	\$0.00	\$235.44
Year 9	73346	AXON CAMERA REFRESH FOUR	3	\$237.85	\$0.00	\$237.85
Year 9	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	3	\$864.89	\$0.00	\$864.89
Year 9	AB3C	AB3 Camera Bundle	3	\$209.92	\$0.00	\$209.92
Year 9	BWCamTAP	Body Worn Camera TAP Bundle	3	\$1,009.03	\$0.00	\$1,009.03
Year 9	Core+10	2021 Core+ 10 Year	25	\$47,797.30	\$0.00	\$47,797.30
Year 9	ProLicense	Pro License Bundle	3	\$1,471.40	\$0.00	\$1,471.40
Total				\$51,034.97	\$0.00	\$51,034.97

Jan 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	100552	TRANSFER CREDIT - GOODS	1	\$670.67	\$0.00	\$670.67
Year 10	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,461.51)	\$0.00	(\$1,461.51)
Year 10	73345	AXON CAMERA REFRESH THREE	3	\$235.47	\$0.00	\$235.47
Year 10	73346	AXON CAMERA REFRESH FOUR	3	\$237.81	\$0.00	\$237.81
Year 10	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	3	\$864.92	\$0.00	\$864.92
Year 10	AB3C	AB3 Camera Bundle	3	\$209.89	\$0.00	\$209.89
Year 10	BWCamTAP	Body Worn Camera TAP Bundle	3	\$1,009.13	\$0.00	\$1,009.13
Year 10	Core+10	2021 Core+ 10 Year	25	\$47,797.85	\$0.00	\$47,797.85
Year 10	ProLicense	Pro License Bundle	3	\$1,471.40	\$0.00	\$1,471.40
Total				\$51,035.63	\$0.00	\$51,035.63

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

The parties agree that Axon is granting a refund of \$14,600.01 to refund paid, but undelivered services. This discount is based on a ship date range of 2/1/2023-2/15/2023, resulting in a 3/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices including and not limited to Year 5 Billing of contract 16963.

Signature

Date Signed

12/20/2022





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Issued: 12/20/2022

Quote Expiration: 01/14/2023

Estimated Contract Start Date: 08/01/2023

Account Number: 114435

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-6700 Baker Blvd 6700 Baker Blvd Richland Hills, TX 76118-6227 USA	Richland Hills Police Dept. - TX 6700 Baker Blvd Richland Hills, TX 76118-6227 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Woodhull Phone: Email: dwoodhull@axon.com Fax:	Kimberly Sylvester Phone: (817) 299-1880 Email: ksylvester@richlandhills.com Fax: (817) 299-1890

Quote Summary

Program Length	120 Months
TOTAL COST	\$215,397.74
ESTIMATED TOTAL W/ TAX	\$215,397.74

Discount Summary

Average Savings Per Year	\$9,312.44
TOTAL SAVINGS	\$93,124.42

Payment Summary

Date	Subtotal	Tax	Total
Jul 2023	\$8,000.00	\$0.00	\$8,000.00
Oct 2023	\$13,538.98	\$0.00	\$13,538.98
Jul 2024	\$21,539.85	\$0.00	\$21,539.85
Jul 2025	\$21,539.85	\$0.00	\$21,539.85
Jul 2026	\$21,539.85	\$0.00	\$21,539.85
Jul 2027	\$21,539.85	\$0.00	\$21,539.85
Jul 2028	\$21,539.85	\$0.00	\$21,539.85
Jul 2029	\$21,539.85	\$0.00	\$21,539.85
Jul 2030	\$21,539.85	\$0.00	\$21,539.85
Jul 2031	\$21,539.85	\$0.00	\$21,539.85
Jul 2032	\$21,539.96	\$0.00	\$21,539.96
Total	\$215,397.74	\$0.00	\$215,397.74

Quote Unbundled Price:	\$308,522.16
Quote List Price:	\$266,013.72
Quote Subtotal:	\$215,397.74

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									
80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	12	3		\$108.00	\$0.00	\$0.00	\$0.00	\$0.00
Fleet2-TAP	Fleet 2 Without TAP	12	2	\$63.00	\$94.20	\$121.52	\$2,916.38	\$0.00	\$2,916.38
Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	117	\$215.74	\$184.93	\$151.34	\$212,481.36	\$0.00	\$212,481.36
A la Carte Hardware									
71210	FLEET DOOR TRIGGER HARDWARE, US	12			\$18.60	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$215,397.74	\$0.00	\$215,397.74

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	71210	FLEET DOOR TRIGGER HARDWARE, US	12	07/01/2023
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL UNIT	12	10/01/2023
Fleet 3 Advanced 10 Year	72036	FLEET 3 STANDARD 2 CAMERA KIT	12	10/01/2023
Fleet 3 Advanced 10 Year	72040	FLEET REFRESH, 2 CAMERA KIT	12	10/01/2028
Fleet 3 Advanced 10 Year	72040	FLEET REFRESH, 2 CAMERA KIT	1	10/01/2028
Fleet 3 Advanced 10 Year	100092	FLEET REFRESH TWO, 2 CAMERA KIT	12	10/01/2033

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 2 Without TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	24	08/01/2023	10/31/2023
Fleet 2 Without TAP	87050	FLEET VIEW XL LICENSE	12	08/01/2023	10/31/2023
Fleet 3 Advanced 10 Year	80400	FLEET, VEHICLE LICENSE	12	11/01/2023	07/31/2033
Fleet 3 Advanced 10 Year	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	12	11/01/2023	07/31/2033
Fleet 3 Advanced 10 Year	80402	RESPOND DEVICE LICENSE - FLEET 3	12	11/01/2023	07/31/2033
Fleet 3 Advanced 10 Year	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	24	11/01/2023	07/31/2033

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced 10 Year	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	12
Fleet 3 Advanced 10 Year	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	12

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80379	EXT WARRANTY, AXON SIGNAL UNIT	12	10/01/2024	07/31/2033
Fleet 3 Advanced 10 Year	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	12	10/01/2024	07/31/2033

Payment Details

Jul 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 July 23'	71210	FLEET DOOR TRIGGER HARDWARE, US	12	\$0.00	\$0.00	\$0.00
Year 1 July 23'	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	12	\$0.00	\$0.00	\$0.00
Year 1 July 23'	Fleet2-TAP	Fleet 2 Without TAP	12	\$108.32	\$0.00	\$108.32
Year 1 July 23'	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$7,891.68	\$0.00	\$7,891.68
Total				\$8,000.00	\$0.00	\$8,000.00

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 Oct 23'	71210	FLEET DOOR TRIGGER HARDWARE, US	12	\$0.00	\$0.00	\$0.00
Year 1 Oct 23'	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	12	\$0.00	\$0.00	\$0.00
Year 1 Oct 23'	Fleet2-TAP	Fleet 2 Without TAP	12	\$183.31	\$0.00	\$183.31
Year 1 Oct 23'	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$13,355.67	\$0.00	\$13,355.67
Total				\$13,538.98	\$0.00	\$13,538.98

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	71210	FLEET DOOR TRIGGER HARDWARE, US	12	\$0.00	\$0.00	\$0.00
Year 2	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	12	\$0.00	\$0.00	\$0.00
Year 2	Fleet2-TAP	Fleet 2 Without TAP	12	\$291.64	\$0.00	\$291.64
Year 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$21,248.21	\$0.00	\$21,248.21
Total				\$21,539.85	\$0.00	\$21,539.85

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	71210	FLEET DOOR TRIGGER HARDWARE, US	12	\$0.00	\$0.00	\$0.00
Year 3	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	12	\$0.00	\$0.00	\$0.00
Year 3	Fleet2-TAP	Fleet 2 Without TAP	12	\$291.64	\$0.00	\$291.64
Year 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$21,248.21	\$0.00	\$21,248.21
Total				\$21,539.85	\$0.00	\$21,539.85

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	71210	FLEET DOOR TRIGGER HARDWARE, US	12	\$0.00	\$0.00	\$0.00
Year 4	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	12	\$0.00	\$0.00	\$0.00
Year 4	Fleet2-TAP	Fleet 2 Without TAP	12	\$291.64	\$0.00	\$291.64
Year 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$21,248.21	\$0.00	\$21,248.21
Total				\$21,539.85	\$0.00	\$21,539.85

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	71210	FLEET DOOR TRIGGER HARDWARE, US	12	\$0.00	\$0.00	\$0.00
Year 5	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	12	\$0.00	\$0.00	\$0.00
Year 5	Fleet2-TAP	Fleet 2 Without TAP	12	\$291.64	\$0.00	\$291.64
Year 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$21,248.21	\$0.00	\$21,248.21
Total				\$21,539.85	\$0.00	\$21,539.85

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	71210	FLEET DOOR TRIGGER HARDWARE, US	12	\$0.00	\$0.00	\$0.00
Year 6	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	12	\$0.00	\$0.00	\$0.00
Year 6	Fleet2-TAP	Fleet 2 Without TAP	12	\$291.64	\$0.00	\$291.64
Year 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$21,248.21	\$0.00	\$21,248.21
Total				\$21,539.85	\$0.00	\$21,539.85

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	71210	FLEET DOOR TRIGGER HARDWARE, US	12	\$0.00	\$0.00	\$0.00
Year 7	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	12	\$0.00	\$0.00	\$0.00
Year 7	Fleet2-TAP	Fleet 2 Without TAP	12	\$291.64	\$0.00	\$291.64
Year 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$21,248.21	\$0.00	\$21,248.21
Total				\$21,539.85	\$0.00	\$21,539.85

Jul 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	71210	FLEET DOOR TRIGGER HARDWARE, US	12	\$0.00	\$0.00	\$0.00
Year 8	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	12	\$0.00	\$0.00	\$0.00
Year 8	Fleet2-TAP	Fleet 2 Without TAP	12	\$291.64	\$0.00	\$291.64
Year 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$21,248.21	\$0.00	\$21,248.21
Total				\$21,539.85	\$0.00	\$21,539.85

Jul 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	71210	FLEET DOOR TRIGGER HARDWARE, US	12	\$0.00	\$0.00	\$0.00
Year 9	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	12	\$0.00	\$0.00	\$0.00
Year 9	Fleet2-TAP	Fleet 2 Without TAP	12	\$291.64	\$0.00	\$291.64
Year 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$21,248.21	\$0.00	\$21,248.21
Total				\$21,539.85	\$0.00	\$21,539.85

Jul 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	71210	FLEET DOOR TRIGGER HARDWARE, US	12	\$0.00	\$0.00	\$0.00
Year 10	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	12	\$0.00	\$0.00	\$0.00
Year 10	Fleet2-TAP	Fleet 2 Without TAP	12	\$291.63	\$0.00	\$291.63

Jul 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$21,248.33	\$0.00	\$21,248.33
Total				\$21,539.96	\$0.00	\$21,539.96

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Contingent on payment of any outstanding invoices for contract #00059984.

Signature

Date Signed

12/20/2022





This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

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

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

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

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

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

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

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

7. **Warranty.**

- 7.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency’s receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency’s receipt. Used conducted energy weapon (“**CEW**”) cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided “AS IS,” without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon (“Third-Party Products”) are not covered by Axon’s warranty and are only subject to the warranties of the third-party provider or manufacturer.**

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

Department: Legal

Version: 3.0

Release Date: 8/31/2022



- 7.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.
- 7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.
- 7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.



10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General.**
 - 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
 - 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.



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- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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

- 1.1. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- 1.2. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- 1.3. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 1.4. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - 5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

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7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
- 12.1. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")
- 12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
- 12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.



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13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may

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



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

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

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Professional Services Appendix

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

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

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

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

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

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

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need

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Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
/Dock configuration - Work with Agency to decide the ideal location of Dock setup and set configurations on Dock - Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency - Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations
End 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 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 Agency need. - Troubleshoot IT issues with Axon Evidence. - Register users and assign roles in Axon Evidence. For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
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 agencies - Discuss the importance of entering metadata and best practices for digital data management - Provide referrals to other agencies using TASER CEWs and Axon Evidence For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training - Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. For the CEW Full Service Package: Training for up to 3 individuals at Agency For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment 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 Agency 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 Agency with a Certificate of Destruction

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

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

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

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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

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

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

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TASER 7 Appendix

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

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

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

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



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

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

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

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



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Axon Fleet Appendix

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

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server.**
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software.**
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software"). "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.



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



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Axon Respond Appendix

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

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

Master Services and Purchasing Agreement for Agency**Add-on Services Appendix**

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

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

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Axon Auto-Transcribe Appendix

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

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

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

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

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

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

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

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

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

1. Definitions.

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

2. Purpose and License.

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

3. Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.**4. Agency Responsibilities.** When using API Service, Agency and its end users may not:

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

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

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

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



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Advanced User Management Appendix

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

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

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

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

1. **Definitions.**
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
4. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
5. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
6. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
7. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 7.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4. Ensure all appropriate data backups are performed;
 - 7.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 7.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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VIEVU Data Migration Appendix

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

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

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Axon Support Engineer Appendix

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

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

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining Agency’s Axon Evidence account Connecting Agency to “Early Access” programs for new devices
Account Maintenance Conducting on-site training on new features and devices for Agency leadership team(s) Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing Agency’s Axon usage and trends to peers to establish best practices Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, tier 1 and tier 2 technical support for Axon devices Proactively monitoring the health of Axon equipment Creating and monitoring RMAs on-site Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency’s production environment
Agency Advocacy Coordinating bi-annual voice of customer meetings with Axon’s Device Management team Recording and tracking Agency feature requests and major bugs

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



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Account Maintenance

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

Direct Support

Providing remote, tier 1 and tier 2 technical support for Axon devices
Creating and monitoring RMAs remotely

Data Analysis

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

Agency Advocacy

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

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



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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software



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provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

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

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

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

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

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for 24 hours. Axon will not delete Aggregated Survey Response for four years following termination of this Agreement. There will be no functionality of My90 during these four years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in MY90, Customer will:
 - 19.1. determine how to use MY90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations.
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notice and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if

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account information is lost or stolen.

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

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Schedule 1- Details of the Processing

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

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: January 10, 2023

Subject: November Department Monthly Reports

Agenda Item:

November Department Monthly Reports

Background Information:

Attached are the monthly Department Reports. If you have any questions regarding the reports, please contact me or the appropriate Department Head.

Financial Considerations:

N/A

Board/Citizen Input:

N/A

Legal Review:

N/A

Attachments:

October Department Reports

Council Action Requested:

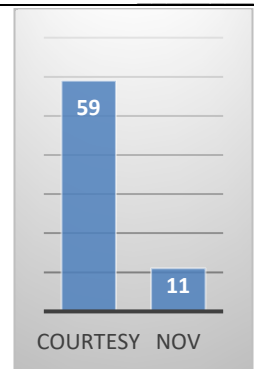
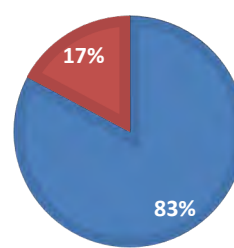
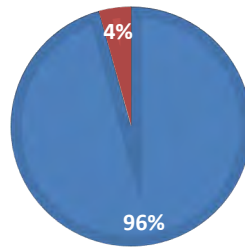
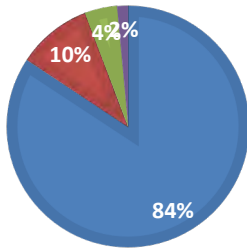
No Council Action

Code Compliance

■ Nuisance ■ Permits ■ Building ■ Zoning

■ Residential ■ Commercial

■ Proactive ■ Reactive



Current Month Violations					
	Notices Issued	Pending Compliance	Compliance Obtained	Citations Issued	Abatement by City
Nuisance Violations	59	13	46	0	0
Building Violations	3	3	0	0	0
Zoning Issues	1	0	1	0	0
Permit Violations	7	3	4	0	0
Fiscal Year Totals	180	36	144	4	0
Previous Fiscal Year Comparison	189	81	108	1	0

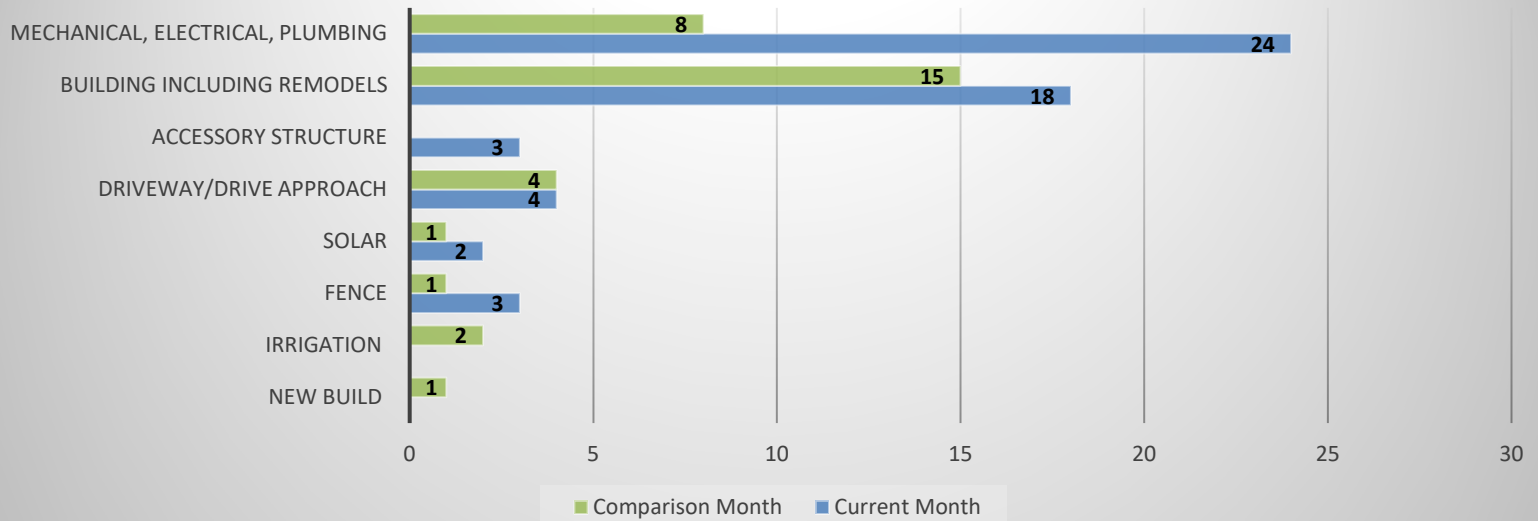
Current Month	Comparison Month	November 2022 Inspections Conducted
SWIMMING POOL 1 UNHEALTHY,... 1 TREES 24 PARKING 9 ACCUMULATIONS 17 HGW 7	HGW 17 ACCUMULATIONS 35 TREES 15 PARKING 20 PROPERTY... 10 SUBSTANDARD 1 UNHEALTHY,... 2 INOPERABLE VEHICLE 1 DILAPIDATED FENCE 2	Citizen Contact 21 Calls/Voicemails 3 In-Person <u>3 Web Complaints</u> 27 Total (5 Resulted in Cases)

Signs				
	Current Month	Comparison Month Previous Year	Fiscal Year 22/23	Previous Fiscal Year Comparison
Commercial Sign Violations	0	0	0	1
Bandit Sign Removal	0	51	0	116

Building Summary				
	Current Month	Comparison Month Previous Year	Fiscal Year 22/23	Previous Fiscal Year Comparison
Registered Vacant Building	0	0	0	0
Substandard Buildings – New BBA	0	0	2	0

Community Development

November



	Mechanical Electrical Plumbing	Building Including Remodels	Accessory Structure	Driveway Drive Approach	Solar	Fence	Irrigation	New Build
Current Month Residential	16	14	3	3	2	3	0	0
Current Month Commercial	8	4	0	1	0	0	0	0
Current Fiscal Year 2022-2023	59	32	5	6	9	5	0	0
Previous Month Residential	10	12	0	3	1	0	0	1
Previous Month Commercial	4	3	0	1	0	1	2	0

	Current Month	Comparison Month Previous Year	Fiscal Year To Date 2022-2023
Sign Permit	4	0	5
ROW Permit	2	4	8
Garage Sale Permit	12	24	37
Zoning, SUP, Code Consults	1	2	5
Pool Permits	0	1	0

Business Summary

	Current Month	Comparison Month Previous Year	Fiscal Year To Date 2022-2023
Registered Rental CO's	6	3	8
Issued Commercial CO's	4	4	6
Mobile Food Vendor	1	0	2

Received Certificate of Occupancy

- Moore Supply Company, 7216 Burns St – Warehouse / Distribution Center
- Almeda and Lara Masonry, 6621 Baker Blvd – Office Administrative, Professional, and Medical
- Trinity Cleaners LLC DBA Two Maids and a Mop, 6910 Baker Blvd - Office Administrative, Professional, and Medical
- Trinity Cleaners LLC DBA Two Maids and a Mop, 6912 Baker Blvd - Office Administrative, Professional, and Medical

Number of Potential Business Certificate of Occupancy Meetings: 4**Number of Developmental Review Committee / Plan Review: 2**

Finance

GENERAL FUND, UTILITY FUND AND LINK FUND

Fiscal Year 2022-2023, Period Ending 11/30/2022

Monthly Financial Report					
	Budget	Current Month Actual	YTD Actual	Available Budget	% YTD of Total Budget
General Fund (001)					
Revenue					
Property Taxes	\$ 3,123,995	\$ 183,432	\$ 257,793	\$ 2,866,202	8%
Sales Tax	4,712,216	-	-	4,712,216	0%
Other Tax	2,500	212	445	2,055	18%
Franchise Fees	562,000	6,805	7,739	554,261	1%
Fines & Forfeitures	262,050	16,967	40,965	221,085	16%
Licenses & Permits	209,500	13,366	25,459	184,041	12%
Service Charges	305,850	28,642	70,788	235,062	23%
Miscellaneous	140,152	11,367	15,466	124,686	11%
Total Revenues	\$ 9,318,263	\$ 260,791	\$ 418,655	\$ 8,899,608	4%
Expenditures					
Municipal Court	\$ 300,039	\$ 24,611	\$ 44,623	\$ 255,417	15%
Administration	690,171	84,658	109,138	581,033	16%
Police	2,091,296	176,423	271,555	1,819,741	13%
Fire	2,567,824	219,148	308,755	2,259,069	12%
Street	325,079	9,699	13,673	311,406	4%
Library	403,133	45,231	60,264	342,869	15%
Recreation	299,807	32,150	41,676	258,131	14%
Parks/Grounds	281,787	6,555	9,517	272,270	3%
Community Development	535,439	36,614	44,445	490,994	8%
Animal Control	202,422	16,730	24,502	177,920	12%
Legislative (City Secretary)	129,940	17,182	22,957	106,983	18%
Shared Services	839,990	32,372	105,695	734,296	13%
Transfers/Non Departmental	510,491	-	130,000	380,491	25%
Total Expenditures	\$ 9,177,418	\$ 701,375	\$ 1,186,800	\$ 7,990,619	13%
Rev/Exp	\$ 140,845	\$ (440,583)	\$ (768,144)		
Utility Fund (002)					
Revenue					
Water	\$ 2,537,000	\$ 212,371	\$ 306,760	\$ 2,230,240	12%
Sewer	1,800,000	153,762	207,968	1,592,032	12%
Transfers In	2,406,753	-	-	2,406,753	0%
Misc. (incl. Garbage Billing)	536,600	53,142	103,392	433,209	19%
Total Revenues	\$ 7,280,353	\$ 419,275	\$ 618,120	\$ 6,662,233	8%
Expenses					
Shared Services	\$ 311,427	\$ 14,624	\$ 46,793	\$ 264,634	15%
Administration	641,582	72,404	102,243	539,339	16%
Water Services & Distr.	3,633,344	33,076	43,585	3,589,759	1%
Wastewater Service	1,369,360	54,977	64,793	1,304,567	5%
Trsfrs/Debt Service/Non-Dept.	1,004,832	40,435	40,435	964,397	4%
Total Expenses	\$ 6,960,545	\$ 215,516	\$ 297,848	\$ 6,662,697	4%
Rev/Exp	\$ 319,808	\$ 203,759	\$ 320,272		
Link Operating Fund (098)					
Revenue					
Recreation	\$ 542,190	\$ 38,679	\$ 75,050	\$ 467,140	14%
Transfers in	\$ 199,680	\$ -	\$ -	\$ 199,680	0%
Total Revenue	\$ 741,870	\$ 38,679	\$ 75,050	\$ 666,820	10%
Expenditures					
Operating/Personnel	\$ 741,870	\$ 46,049	\$ 67,132	\$ 674,738	9%
Rev/Exp	\$ -	\$ (7,370)	\$ 7,919		
*Unaudited					

Finance

SPECIAL REVENUE FUNDS

Fiscal Year 2022-2023, Period Ending 11/30/2022

Monthly Financial Report					
	Budget	Current Month Actual	YTD Actual	Available Budget	% YTD of Total Budget
Court Security Fund (24)					
Revenue	\$ 5,500	\$ 475	\$ 913	\$ 4,587	17%
Expenditures	\$ -	\$ -	\$ -	\$ -	0%
<i>Rev/Exp</i>		\$ 475	\$ 913		
Court Technology Fund (39)					
Revenue	\$ 4,800	\$ 395	\$ 771	\$ 4,029	16%
Expenditures	\$ -	\$ -	\$ -	\$ -	0%
<i>Rev/Exp</i>	\$ 4,800	\$ 395	\$ 771		
Crime Control District (65)					
Revenue					
Sales Tax	\$ 1,779,795	\$ -	\$ -	\$ 1,779,795	0%
Grants/Transfers	\$ 21,760	\$ 603	\$ 603	\$ 21,157	3%
Total Revenue	\$ 1,801,555	\$ 603	\$ 603	\$ 1,800,952	0%
Expenditures					
Public Safety	\$ 1,440,266	\$ 75,570	\$ 207,671	\$ 1,232,595	14%
Capital Expense	78,871	-	-	78,871	0%
Transfers Out	50,000	-	-	50,000	0%
Total Expenditures	\$ 1,569,137	\$ 75,570	\$ 207,671	\$ 1,361,466	13%
<i>Rev/Exp</i>	\$ 232,418	\$ (74,967)	\$ (207,068)		
Hotel Occupancy Tax (77)					
Revenue					
HOT (Taxes)	\$ 180,000	\$ 25,939	\$ 25,939	\$ 154,061	14%
Expenditures					
Operating Expense	\$ 93,656	\$ 3,355	\$ 4,830	\$ 88,826	5%
Debt Service	105,013	-	-	105,013	0%
Total Expenditures	\$ 198,669	\$ 3,355	\$ 4,830	\$ 193,839	2%
<i>Rev/Exp*</i>	\$ (18,669)	\$ 22,584	\$ 21,109		
TIF Fund (89)					
Revenue					
Property Tax Allocation	\$ 201,709	\$ -	\$ -	\$ 201,709	0%
Sales Tax Transfer in	\$ 75,000	\$ -	\$ -	\$ 75,000	0%
Total Revenue	\$ 276,709	\$ -	\$ -	\$ 276,709	0%
Expenditures					
Operating	\$ 90,000		\$ -	\$ 90,000	0%
Improvement Incentive	\$ 30,000	\$ -	\$ -	\$ 30,000	0%
Capital Projects	\$ 460,000	\$ -	\$ -	\$ 460,000	0%
Total Expenditures	\$ 580,000	\$ -	\$ -	\$ 580,000	0%
<i>Rev/Exp</i>	\$ (303,291)	\$ -	\$ -		
Strategic Initiative Fund (107)					
Revenue	\$ 2,400,000	\$ -	\$ 2,400,000	\$ -	100%
Expenditures	\$ 691,000	\$ -	\$ -	\$ 691,000	0%
<i>Rev/Exp</i>	\$ 1,709,000	\$ -	\$ 2,400,000		

Finance

CAPITAL FUNDS

Fiscal Year 2022-2023, Period Ending 11/30/2022

Monthly Financial Report

	Budget	Current Month Actual	YTD Actual	Available Budget	% YTD of Total Budget
Oil & Gas Lease Fund (12)					
Revenue	\$ 77,000	\$ 89,712	\$ 89,712	\$ (12,712)	117%
Expenditures	95,000	-	-	95,000	0%
<i>Rev/Exp*</i>	\$ (18,000)	\$ 89,712	\$ 89,712		
Capital Projects Fund (20)					
Revenue-Transfers In	\$ 1,288,311	\$ -	\$ -	\$ 1,288,311	0%
Expenditures					
Capital Projects	\$ 1,367,335	\$ -	\$ -	\$ 1,367,335	0%
Capital-Lease Pymts	\$ 158,311	\$ 65,172	\$ 65,172	\$ 93,140	41%
Total Expenditures	\$ 1,525,646	\$ 65,172	\$ 65,172	\$ 1,460,474	4%
<i>Rev/Exp</i>	\$ (237,335)	\$ (65,172)	\$ (65,172)		
Road and Street Fund (25)					
Revenue					
Sales Tax	\$ 1,767,081	\$ -	\$ -	\$ 1,767,081	0%
Total Revenue	\$ 1,767,081	\$ -	\$ -	\$ 1,767,081	0%
Expenditures					
Street R&M	2,929,388	291,527	291,527	2,637,861	10%
Total Expenditures	\$ 2,929,388	\$ 291,527	\$ 291,527	\$ 2,637,861	10%
<i>Rev/Exp*</i>	\$ (1,162,307)	\$ (291,527)	\$ (291,527)		
Vehicle Replace. Fund (30)					
Revenue					
Misc. Income	\$ 279,950	\$ 138,205	\$ 138,205	\$ 141,745	49%
Expenditures					
Capital-Lease/Purchases	\$ 269,240	\$ 17,643	\$ 33,819	\$ 235,421	13%
Operational	\$ 20,000	\$ 25,124	\$ 42,748	\$ (22,748)	214%
Total Expenditures	\$ 289,240	\$ 42,768	\$ 76,567	\$ 212,673	26%
<i>Rev/Exp*</i>	\$ (9,290)	\$ 95,437	\$ 61,638		
ARPA Fund (101)					
Revenue-Transfers In/Interest	\$ 1,768,541	\$ 5,254	\$ 9,597	\$ 1,758,944	1%
Expenditures					
Project Appropriations	\$ 1,671,768	\$ 14,000	\$ 14,000	\$ 1,657,768	1%
Transfers out-Prem. Pay	\$ 96,773	\$ -	\$ -	\$ 96,773	0%
Total Expenditures	\$ 1,768,541	\$ 14,000	\$ 14,000	\$ 1,754,541	1%
<i>Rev/Exp</i>	\$ -	\$ (8,746)	\$ (4,404)		

*Any overages in these funds are covered by fund balance.

Finance

DEBT SERVICE FUND

Fiscal Year 2022-2023, Period Ending 11/30/2022

Monthly Financial Report

	Budget	Current Month Actual	YTD Actual	Available Budget	% YTD of Total Budget
Debt Service Fund (10)					
Revenue					
Property Taxes	\$ 1,001,117	\$ 57,358	\$ 81,309	\$ 919,808	8%
Expenditures					
Debt Service	\$ 948,844	\$ -	\$ 1,000	\$ 947,844	0%
Rev/Exp	\$ 52,273	\$ 57,358	\$ 80,309		

COMPONENT UNIT

Richland Hills EDC (26)					
Revenue					
Sales Tax	\$ 1,178,054	\$ -	\$ -	\$ 1,178,054	0%
Total Revenues	\$ 1,178,054	\$ -	\$ -	\$ 1,178,054	0%
Expenses					
Operating	\$ 1,347,868	\$ 10,280	\$ 15,870	\$ 1,331,998	1%
Transfers Out				\$ -	0%
Debt Service	\$ 228,663	\$ -	\$ -	\$ 228,663	0%
Total Expenditures	\$ 1,576,531	\$ 10,280	\$ 15,870	\$ 1,560,661	1%
Rev/Exp*	\$ (398,477)	\$ (10,280)	\$ (15,870)		

*Any overages in these funds are covered by fund balance.

DRAINAGE

Drainage Fund (022)					
Revenue					
Billing/Interest	\$ 909,458	\$ 74,892	\$ 150,976	\$ 758,482	17%
Expenses					
Operating	\$ 446,274	\$ 18,953	\$ 23,420	\$ 422,854	5%
Debt Service	\$ 483,439	\$ -	\$ -	\$ 483,439	0%
Total Fund	\$ 929,713	\$ 18,953	\$ 23,420	\$ 906,293	3%
Rev/Exp*	\$ (20,255)	\$ 55,939	\$ 127,556		

*Any overages in these funds are covered by fund balance.

Fire

Fire Operations:

- Personnel completed **23** business inspections throughout the month.
- Members completed a combined **316** hours of training this month.
- Staff participated in **2** development related meetings during the month of November.
- The mutual aid agreement with Allegiance Ambulance resulted in no calls during November.
- Response times for November averaged **5 minutes 00 seconds** from receipt of call in dispatch to the first fire unit arriving on scene to assist.
- More than **18.98%** of emergency calls in November were received while our crews were already addressing another emergency in the city.
- FF/EMT's Tony Dryer and Jordan Bridges are doing well in Paramedic school. They will graduate on December 15, 2022.
- FM Brock has returned to duty and resumed his normal workload. He will complete a field training process with our PD soon in January and February.
- Smoke alarms continue to be available to those who need them. There is no cost and FD personnel will install them.
- Vial of Life emergency medical information pouches are available at the fire station.
- Medication disposal pouches are also available at the fire station. The box is mounted on the wall in the lobby of the new fire station. Please help yourself.
- All fire hydrants in the City have been flushed and flow tested.
- Calls in November 2022 were **5%** less than calls in November 2021.
- Mutual aid received from other agencies was similar compared to November 2021. Mutual aid given was up over **140%** compared to November 2021.

Emergency Management:

- Plans are underway for a more extensive exercise that will be conducted in February 2023.
- Additional needed supplies and equipment will be purchased in the new budget year.

Service Calls – Through November 30, 2022			
	Current Month	November 2021	FY2023 Total
Fire Calls	6	3	7
EMS/Major Accidents/ Rescues	93	98	94
Hazardous Conditions – No Fire	2	4	19
Public Assistance	13	19	14
Good Intent (No Service Rendered)	11	16	20
False Alarm	11	5	12
Severe Weather & Natural Disaster	1	0	0
Total Calls	137	145	166
Automatic / Mutual Aid			
	Current Month	November 2021	YTD Total
Aid Received	15	17	30
Aid Given	25	11	58

Fire Marshal:

CO Inspections: 1

Fire Alarm Inspection: 1

Fire Sprinkler Inspection: 2

School Inspections: 0

Church Fire Inspections: 1

Nursing Home Inspections: 1

Shift Inspections: 2

Plan Reviews: 1

Code Consults: 1

Business Info Updates: updating business and contact info and forwarding to NRHW Alarm; updating Knox Box keys and locks as needed.

DRC Meetings: 0

P&Z Meeting: N/A; asked Logan to request my attendance if needed for any upcoming meetings

Tarrant Co. Emergency Mgmt. Meeting: Did not attend due to illness

NEFDA Haz-Mat Meeting: Haz-Mat Drill in December to be held in Grapevine, individual departments updating operations checklists

TCFAI Meeting: No news, 2 Task Force callouts but unable to assist due to FM Conference attendance

Building Walkthroughs: AT&T on Burns

Emergency Mgmt.: Attended EMC Meeting on Nov. 1st at NCTCOG; learned about EM 101 training

Training: Attended Juvenile Fire Setter Specialist Program; attended TX Fire Marshal Conference; Emergency Mgmt. 101 through NCTCOG, assisted with State of City FD booth, attended Impact Teen Driver Train the Trainer course.

Fire Investigations: Called out on 11/26 for a structure fire in the 6800 blk. Of John Dr.

RICHLAND HILLS PUBLIC LIBRARY

NOVEMBER • 2022



IMPACT

November was an exciting month for library programming. We have more than tripled both the number of programs offered and attendance at these programs/events.

Another statistic that I want to begin highlighting is the number of posters the library prints as a service to other City departments. Because the library owns a large scale printer, we can print professional quality signage, thus saving the City money and time.

KEY FACTS (LAST YEAR)

- 771 Visitors (604)
- 28 Programs & Events (5)
- 544 Program Attendance (46)
- 2,732 Checkouts (2,465)
- 517 Questions Answered (731)
- 27 Posters printed for other City Departments (13)
- Computer usage not currently available due to software updates

Month of NOVEMBER 2022

Department Narrative of Significant Actions, Results, and Pending items:

	Current Month # Cleared	Current Month \$ Amt Cleared	YTD Number	YTD Dollar Amount
Warrant Service by Marshal in office				
Turned self in	1	\$ 401.00	6	\$ 2,845.80
Attorney bonds	0	\$ -	3	\$ 1,652.30
Returned for Officer correction	0	\$ -	6	\$ 2,496.80
Unable to locate - bad info	0	\$ -	0	\$ -
Paid/payment plan	9	\$ 4,562.64	19	\$ 8,797.04
Deceased	0	\$ -	0	\$ -
Cleared-Found Incarcerated	5	\$ 1,675.00	9	\$ 3,341.00
Warrant Service by Marshal in field				
Arrests - transfer to jail	0	\$ -	7	\$ 2,636.00
Payment plan rather than jailed	1	\$ 631.00	1	\$ 631.00
Attorney bonds rather than jailed	0	\$ -	0	\$ -
Paid rather than jailed	2	\$ 653.00	4	\$ 1,789.50
Warrant Service - Other				
Time Served	60	\$ 22,687.00	106	\$ 38,504.10
Arrested by other agencies	53	\$ 21,610.10	95	\$ 37,741.10
Paid by defendant	3	\$ 1,238.73	4	\$ 1,671.63
Released due to medical reasons	1	\$ 497.00	1	\$ 497.00
Attorney bonds	0	\$ -	3	\$ 1,525.03
Prisoner Transfers				
Number of defendants transferred	2	\$ 866.00	5	2973
Total hours spent on transfers	3	\$ -	6.5	
Total miles driven on transfers	52	\$ -	143	
Teletype - time serve/plea/court date	30	\$ 12,676.10	46	\$ 18,659.10
Other Duties				
Bank detail	12		29	
Traffic stops	0	0	0	0
Insurance verifications	15		16	
Vehicles inspected	0		0	
Bailiff hours	6		10.5	
Training	0		0	
Serve summons - School	0		0	
Serve summons - Animal Control	0		4	
Serve summons - Code Enforcement	0		2	
Serve summons - Police	0		0	
Officer corrections on citations	13		19	
Returned FTA notices	8		41	

Municipal Court

Department Narrative of Significant Actions, Results, and Pending Items:

None at this time.

Citation Summary		
	Current Month	YTD Total
Violations Filed	126	333
Completed Cases– Paid Fine & Before Judge	116	209
Other Completed - Dismissed deferred, DSC, proof, compliance, by Judge or Prosecutor, plea & bar, void	58	82
Number of Warrants Issued	71	71
Number of Warrants Cleared	75	159
Number of Outstanding Warrants	66	66
Value of Outstanding Warrants	\$24,452.64	\$24,452.64
Total Fees Collected	\$29,551.66	\$62,005.81

Parks and Recreation Director's Report

November 2022



Budget Analysis

As the new fiscal year begins, The Link's revenue numbers were relatively strong, including a higher beginning to the membership line than in October of 2021. Regardless, memberships need to be higher. Staff expects to see an increase once the indoor playground and esports programming begins at the end of the year. Most revenue lines performed as expected or better, exceptions are Day Passes, Senior Programs, and Athletics.

Project/Program Updates

- **Memberships: \$5,820.41** Memberships are up marginally from October. With 24 sales and 7 terminations, the new count is 322 memberships at The Link. Scans decreased this month to 1,657 with 305 different users.
 - Medicare programs brought in **\$1,749.50** in additional monthly fees from 125 active members.
- **Camp Connect and Link Learner's Academy (LLA): \$12,274.80** The afterschool program has 67 paid kids across the two campuses (The Link and Binion Elementary). Staff is still working with Cheney Hills administration on getting more involved at that particular school.
- **Programs:** Staff is continuing to work on bringing in more instructors with more classes. The goal is to have a wide variety of art, educational, and physical or athletic classes hosted at The Link.
 - **Classes:** Current classes
 - Karate – 5
 - Belly Dancing – 5
 - **Athletics:** The athletics at The Link includes free-play pickleball, volleyball, and basketball opportunities in the gymnasium. These options are open to members for free and the general public for a fee.
 - Pickleball Lessons – 6
 - Pickleball players – 82
 - Volleyball players – 46
 - PE – Flag Football – 18 kids, 3 teams
 - **Special Events:** The Veteran's Day celebration and Patriotic Picnic was hosted on November 11. There were about 65 people in attendance. The weather did not cooperate, so the event was moved inside at The Link instead of at the Veteran's Memorial north of City Hall. Staff is also planning and preparing for the arrival of Santa in December.
 - **Community Programs:** The Link, while designed to generate revenue, tries to find a balance with community programs that anyone can join.

- Lunch Bunch – Turkey and dressing along with all of the traditional sides were served and 82 attended. 62 seniors stayed and played bingo for prizes.
 - Tarrant Area Food Bank – in association with Center Point Church – 97 families were served.
 - Second Saturday Seminars – Staff is putting together a year-long calendar of free informational programming for residents to attend monthly. Topics will include DIY home help, yard and garden topics, health and nutrition, as well as financial topics. The program will begin in January.
- **Senior Programs:** 11 seniors made their way to the UTA Planetarium on November 2. The second trip of the month was to Crazy Water in Mineral Wells on November 16 with 14 attendees.
- **Parks:** Parkhill is continuing their design process for the park restrooms, food truck area and new parking lot. We were hoping to have the restroom construction start in January, but it looks like it will be later in the Spring at this point.
- After the late August flood, Kate Baker and Creek Trail Parks each had chain link fences damaged and a large loss of wood fiber for the play structure and swings. TML is sending out an adjustor to assess the damage. Currently, most of the wood fiber has been replaced, and staff has received quotes for replacing the fences based on the new ordinance.
- Staff is finalizing the quote for the expanded amenities package of benches, tables, trash cans, grills, and pet posts for the park system. They will be purchased before the end of the year and installed in the spring of 2023.
- **Landscaping:** The cooler weather has kept the turf in good shape, even without any rain. Yellowstone and Trugreen both worked on turf weeds this month and have the complex looking better than during the summer. Once the new parks position is hired and on staff, that individual will be tasked with spending more time in the landscape beds pruning, shaping and improving the aesthetics of The Plaza.
 - **ROWS and Medians:** Staff finally heard back from TxDOT and the Green Ribbon project will begin in November.
- **Marketing:**
- | | |
|-----------------------------------|-------------------------------|
| ○ Webpage visits: 1,848 + | ○ Facebook Page Visits: 2,665 |
| ○ Google Business Searches: 3,868 | ○ Twitter Impressions: 53 |
| ○ Yelp Visits: 20 | ○ YouTube Views: 0 |
| ○ Instagram Reach: 86 | ○ Nextdoor: 0 |
- **Rentals: \$15,619.50** The Link hosted 54 rentals this month, including 2 city events.

Valuable Information:

- The indoor playground – Construction will start at the end of November.
- Esports – Most hardware is now on site and being set up. Staff is working with esports vendor, Bear Claw, to establish a year-long programming calendar.

Link Revenue	November 2020	November 2021	November 2022	Fiscal Year 21-22 YTD
Classes	\$1,620.00	\$559.37	\$661.87	\$1,360.27
Link Membership	\$4,771.88	\$5,731.89	\$5,820.41	\$11,423.40
One Day Passes	\$225.00	\$169.00	\$283.00	\$528.00
Fitness Classes	\$388.27	\$509.13	\$227.19	\$456.94
Personal Training	\$225.00	\$1,818.81	\$839.55	\$1,315.23
Athletics	\$1,718.12	\$1,780.37	\$1,859.74	\$3,211.74
Camps	\$467.50	\$2,155.00	\$829.00	\$876.00
After School	\$4,602.40	\$8,691.16	\$9,934.10	\$22,161.90
Rentals	\$6,730.00	\$20,320.94	\$15,619.50	\$27,581.25
Medicare Membership	\$848.50	\$1,184.00	\$1,749.50	\$3,478.00
	\$21,596.67	\$42,919.67	\$37,823.86	\$72,392.73

Police

- Members of the police department attended the Richland Hills Veterans Day ceremony hosted at The LINK.
- Police department employees attended The State of the City (Town Hall Forum) on November 15, 2022. There were approximately 100 citizens in attendance.
- Captain Russell attended Internal Affairs Investigation Training at ILEA in Plano, Texas.
- Flock Cameras were activated in the City and sworn staff attended training on the new system.
- Captain Russell provided instructed on Introduction to Church Safety and Response to Active Shooter course hosted by Richland Hills Baptist Church.
- On November 29th and 30th, Records Technician Eliza Margenau attended the 2022 Open Government Conference.

Service Calls		
	Current Month	YTD Total
Total Calls for Service (CFS)	1109	18331
Calls for Service	445	5040
Field Generated CFS	664	13291
Proactive Policing (Included in Field Generated)		
Traffic Stops-Spillman	150	2690
Violations issued	104	1765
Warnings issued	111	2364
Traffic stops resulting in an arrest	8	237
Crime Prevention CFS	87	2439
Business Checks CFS	224	4202
Arrests	35	561
Family Violence-included above	7	30
DWI Arrests-included above	5	80
Priority-1 Total Response Time	5m16s	
Priority-1 Officer Response Time	4m32s	
NOTES:		
Part 1 Offenses		
	Current Month	YTD Total
Total Violent Crime Offenses	17	139
Murder	0	0
Rape	1	15
Robbery	1	5
Aggravated Assault	1	20
Simple Assault	14	99
Total Property Crime Offenses	17	189
Burglary	1	19
Business	1	15
Residential	0	4

Larceny	13	103
Burglary of Motor Vehicle	2	54
Auto Theft	1	12
Part -1 Offenses Cleared	16	113
Clearance Rate %	47.06%	34.45%
Stolen Property Reported	\$48,666	\$655,232
Stolen Property Recovered	\$0	\$139,399

NOTES:

Traffic Accidents

	Current Month	YTD Total
Crash Reports	16	150
Accidents-Major	6	68
Accidents-Minor	11	121
Alcohol/Drug Impairment	1	10

NOTES:

Records

	Current Month	YTD Total
Sex Offender Registrations	3	13
Open Records Requests	61	511

Property & Evidence

	Current Month	YTD Total
Pieces of Property Received	57	1228
Items Taken to Lab for Narcotics Testing	0	82
Items Taken to Lab for Blood Alcohol Content	0	56
Crime Scene Call Outs (Richland Hills Police	1	26
Crime Scene Call Outs (Haltom City Police	0	3

Criminal Investigations

	Current Month	YTD Total
New Assigned Cases	111	1141
Current Open Cases	74	
Total Warrants Issued	7	107
Misdemeanor Arrest Warrant	3	39
Felony Arrest Warrant	4	52
Search Warrant	0	10
Charges Filed with TCDA	31	314
New Emergency Protective Orders	2	22

Animal Services

- November 10th surgery day, 12 shelter pets were spayed/neutered and 36 additional animals were spayed/neutered that were brought in by the public.
- HPONT paid for approx. 30 pet immunizations for our senior citizen residents
- The next surgery & clinic day will be January 26, 2022.
- Shelter Construction Updates, three (6) new pet exercise yards have been added
- The artificial turf Meet & Greet area has been completed and has already been in use for potential adopters to meet pets one-on-one.
- The gas meter and riser have been graciously removed from under the awning by ATMOS and moved to the east side of the building to prepare for the exterior storage area to be constructed.
- Animal Shelter continues to operate at max capacity for dogs

Service Calls		
	Current Month	YTD Total
Total Dispatched Calls	25	410
Impounds		
	Current Month	YTD Total
DOGS	4	179
CATS	10	171
OTHER THAN DOGS/CATS	0	5
TOTAL	14	355
Incidents by Type		
	Current Month	YTD Total
ANIMALS AT LARGE	8	144
AGGRESSIVE ANIMAL	0	11
ANIMAL COMPLAINTS	15	240
INJURED ANIMALS	2	15
TOTAL	25	410
NOTES:		
Bite Reports		
	Current Month	YTD Total
ANIMAL BITES	0	12
SHELTER QUARANTINE	0	2
HOME QUARANTINE	0	8
SUBMISSION TO AUSTIN	0	1
UNABLE TO LOCATE	0	1
NOTES:		

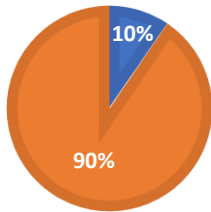
Disposition of Animals out of the Shelter		
	Current Month	YTD Total
DOGS ADOPTED	4	120
CATS ADOPTED	10	157
RETURNED TO OWNER/YARD	0	57
TRANSFERRED/RESCUED	0	18
EUTHANIZED	0	1
City License Issued		
	Current Month	YTD Total
ISSUED	5	96
Citations/Violations Issued		
	Current Month	YTD Total
CITATIONS ISSUED	0	50
WARNINGS ISSUED	3	28

Public Works

Public Works – Work Orders				TOTAL WORKORDERS: 71	
STREETS		WATER		SEWER	
Potholes	18	Water Line Break	5	Sewer Line Break	0
Street Patch	4	Water Line Repair	2	Sewer Line Repair	0
Debris Removal	3	Meter Leak/Repair	20	Household Back-up	4
Sign Repair/Install	4	After Hour Calls	7	Drainage	2
Manhole Repairs	1	Other (Water pressure, odor, etc.)	7	After Hour Calls	0
After Hour Calls	0			Other (Odor, etc.)	1
Other (Mosquito Testing, Inspections)	10				

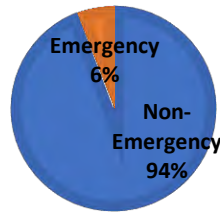
AFTER HOUR CALLS

■ Electronic Reads ■ Manual Reads



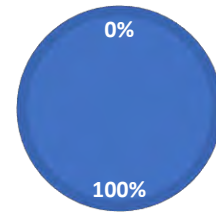
LINE LOCATES

■ Non-Emergency ■ Emergency



AFTER HOUR CALLS

■ Water ■ Sewer



Utilities – Work Orders		TOTAL WORKORDERS: 696	
SERVICES		GENERAL	
Meter Turn On	35	Possible Leak	40
Service Shut Off	60	Meter Repairs/Replacement	2
Final Reads	18	Re-Read Meter	103
Service Starts	21	No Reads	397
Other (Low Consumption, Meter Tests, etc.)	20		

Operational Updates

- 4600' of sewer line cleaned.
- 60 man-hours spent reading wells and water sampling.
- 16 man-hours spent conducting NAP Testing.
- Approximately 240 man-hours spent reading water meters. *Manual: 3100, Electronic: 326*
- Replaced 2 fire hydrants.
- Began checking diesel fuel levels in fixed generators and mobile equipment in preparation for any winter weather in the coming weeks.
- Checked all the drainage structures, flumes, and curb inlets to make sure they are clear due to forecasted weather.

- Began restocking water and wastewater parts for repairs.
- Met with Hurst regarding split samples – wastewater.
- Final walkthrough of Magnolia Park.
- Staff began in-person work with RPS for the Public Works Research and Evaluation Program.
- 2 Bids were held. Dover Project Bid and the Water Generator Bids.
- Dover construction project contract was awarded last night to Quality Excavation.
- PO issued for the fence at the Stockpile and Park Well.
- Baker's Landing water tie-in began on the 21st.
- Staff met with David Burkett, erosion control contractor at 7032 Hovenkamp to look at the drainage repairs needed. Also went by Latham and Baker.
- Began receiving parts for the Water Meter Project.
- Staff assisted in equipment setup and take down for both the Veteran's Day Event and the Town Hall Meeting.

Staff Update

- Successful hiring of one FTE. Gene Arnold.
- Interviewed another candidate for a fulltime position. Offer extended and accepted by Jessie Pierson who begins his employment with RHPW on December 5, 2022.
- Lead, Justin Meine, is now a licensed Class C Ground Water Treatment Operator.
- Pedro Rodriguez successfully obtaining his Class I Wastewater Collection Operator License.
- Juan Martinez, Chris Glasgow, and Robert Freeman are actively participating in the online Basic Water Works Operations training so they can test for their certification license.
- Internal training continues with new hires.