



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, August 31, 2021

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

3. Approval of minutes

[MIN-21:071](#) Minutes for the Finance Committee meeting on August 10, 2021

Attachments: [Minutes](#)

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-21:039](#) AN ORDINANCE TO APPROVE AN ASSESSMENT FOR THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT FOR COMMERCIAL PROPERTY OWNERS IN THE DISTRICT AS APPROVED AND REQUESTED BY COMMISSIONERS AND A MAJORITY IN VALUE OF THE MEMBERS OF THE DISTRICT

Sponsors: Mayor's Office

Attachments: [Cost of Improvement 7.19.21](#)

[ORD-21:040](#) AN ORDINANCE CREATING A PROPERTY ASSESSED CLEAN ENERGY IMPROVEMENT DISTRICT COEXTENSIVE WITH THE CITY OF JONESBORO TO FACILITATE A PACE PROGRAM AND ADOPTING CERTAIN PROVISIONS RELATED THERETO

Sponsors: Mayor's Office

Attachments: [PACEBasics 2016_10_7-1](#)

RESOLUTIONS TO BE INTRODUCED

[RES-21:169](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH COLSON GROUP FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE JOE MACK CAMPBELL SPORTS COMPLEX

Sponsors: Parks & Recreation and Finance

Attachments: [STJFIRSTFLR@colsongroupusa.com_20210730_151217](#)

RES-21:171 A RESOLUTION TO ENTER INTO A CONTRACT WITH AXON ENTERPRISES, INC FOR THE PURCHASE OF AXON BODY CAMERAS, TASERS, MODEM EQUIPMENT AND SUPPORTING AXON SERVICES

Sponsors: Police Department

Attachments: [AXON Jonesboro Contract+SOW](#)

RES-21:172 A RESOLUTION TO ENTER INTO A CONTRACT WITH VOIANCE LANGUAGE SERVICES LLC FOR E-911 CALL INTERPRETATION SERVICES

Sponsors: E911

Attachments: [Voiance Language Interpretation Services LLC Contract](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-21:071

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Minutes

Minutes for the Finance Committee meeting on August 10, 2021



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, August 10, 2021

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

Mayor Harold Copenhaver was in attendance at 4:06 p.m.

Present 7 - Charles Coleman; Ann Williams; John Street; David McClain; LJ Bryant; Joe Hafner and Brian Emison

3. Approval of minutes

[MIN-21:062](#)

Minutes for the Finance Committee meeting on July 20, 2021

Attachments: [MINUTES](#)

A motion was made by Councilperson John Street, seconded by Councilperson David McClain, that this matter be Passed . The motion PASSED with the following vote.

Aye: 7 - Charles Coleman; Ann Williams; John Street; David McClain; LJ Bryant; Joe Hafner and Brian Emison

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-21:163](#)

RESOLUTION AUTHORIZING CITY OF JONESBORO, ARKANSAS TO ACCEPT THE 2021 KEEP AMERICA BEAUTIFUL CIGARETTE LITTER PREVENTION PROGRAM GRANT FROM THE KEEP AMERICA BEAUTIFUL FOUNDATION

Sponsors: Grants and Parks & Recreation

A motion was made by Councilperson John Street, seconded by Councilperson Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Charles Coleman; Ann Williams; John Street; David McClain; LJ Bryant and Brian Emison

[RES-21:164](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT TO APPLY FOR THE U.S. DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE FOR 2021 OUTDOOR RECREATION

LEGACY PARTNERSHIP (ORLP)

Sponsors: Grants and Parks & Recreation

Councilmember John Street asked, "Do they have any specific area that they're looking at to put this?" Chairman Joe Hafner responded, "I don't. Danny's here, he might be able to help you." Councilmember John Street said, "Danny do you know of any area northeast for that park? Do you have any specific area you're looking at for that?" Chairman Joe Hafner said, "Let's catch Danny up. We're on Resolution 21:164, this is getting permission to apply for the \$2 million grant for the park in northeast Jonesboro." Parks Department Director Danny Kapales approached the podium, "Yes sir. Yes, there's a couple of locations we've been looking at and as of right now there hasn't been any kind of agreement on any property or anything in place. So to really discuss which location, I don't have that right now to be able to discuss but there are a few potential locations in that side of town but we are open at this moment to really investigate and see if there's a land owner or somebody that would like to work with us and be able to build a park in a part of town that's missing a park cause right now there's nothing on that side of town." Councilmember John Street said, "There's been a big interest over the years on park out there so I didn't know if you had community input on where it was going." Director Danny Kapales said, "No, that's absolutely something we're going to be doing and part of this grant, we have a schedule for next week, we do have a community input scheduled in this room on I believe the 17th and so that is something we will have public will be able to come in and talk about location, talk about what they would like to see, how they would like to see a park moving forward so all of that is in plans to have the community to have that input but there has been nothing decided on at this point we just know that side of town is missing and it's a big gap and this is an opportunity for us to be able to get a grant to build a park on that side of town." Councilmember John Street said, "Absolutely, I'm glad you're moving on that." Councilmember Dr. Charles Coleman asked, "I still have a question. Have we ever thought about putting a swimming pool on the north side?" Director Danny Kapales said, "For me and my personal masterplan, it's still in the masterplan to do a pool on that side of town. On the unfortunate side of when you start dealing with grants there's no water grants out there to be able to build pools, so until we are in a position to be able to build pools in Jonesboro it's on that dream list." Councilmember Dr. Charles Coleman said, "I just think that's a tragedy. We have 80,000 people in Jonesboro, almost or more, we only have one swimming pool. That doesn't even make since." Chairman Joe Hafner said, "We need at least 3 or 4." Director Danny Kapales said, "I agree with you." Chairman Joe Hafner said, "I can't remember what the ratio is but I think one time I looked it was at least 4 pools." Director Danny Kapales said, "I would say that's minimum. We are missing one good size Olympic pool and then 3 to 4 community pools."

Chairman Joe Hafner said, "And for those that are here, we don't actually approve or vote anything down. All we do is vote whether or not to send it to full council for their consideration, so just because we approve a resolution here doesn't mean that it's a done deal or anything."

A motion was made by Councilperson John Street, seconded by Councilperson David McClain, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

[RES-21:165](#)

RESOLUTION AUTHORIZING CITY OF JONESBORO, ARKANSAS TO SUBMIT THE 2022 OUTDOOR RECREATION MATCHING GRANT APPLICATION FROM THE

ARKANSAS DEPARTMENT OF PARKS, HERITAGE AND TOURISM

Sponsors: Grants and Parks & Recreation

Attachments: [Information on Scope of Project Change for the Arkansas Outdoor Recreation](#)

Councilmember David McClain asked, "Mr. Chairman if I may. Danny, you may touch on this in just a second. How does this fit in our master park plan? These are 2 grants that we're looking at, northeast and now southwest. Where does this fit in terms of our overall plan?" Director Danny Kapales approached the podium, "Same thing, if you look at that section of town there's zero parks in that location in that area of town. Plus, with this location there's potential land donation that might be part of this. Very seldom do you get an opportunity to get a land donation to be able to build a park on, so if there's an opportunity to get that donation and be able to obtain and retain green space, protect green space, I think that's an opportunity for us to move forward. With this grant we would be able to maintain and keep that green space." Councilmember David McClain said, "Ok, the other question. We will have to come up with the \$250,000 or is that another one?" Councilmember John Street said, "That's another one." Councilmember David McClain said, "Ok, the property donation is the match of the \$250,000 we need or the \$500,000 we need, am I missing that?" Director Danny Kapales said, "It would be \$250,000 grant, that's the max we could get on this type of grant. The donation of property would be the match to that." Councilmember David McClain said, "Ok I understand."

Chairman Joe Hafner said, "I want to say something because I know there's been a lot of conversation on this. The council or the committee, I don't believe any of us has been presented any final details on what this is going to encompass, what this is going to cover. I think the timeliness right now of this grant is a August 27th deadline, but I mean we have not been presented any information to act on on this potential park." Director Danny Kapales said, "This has all been just a conversation at this point with a family that is wanting to make a donation. I'll say, in the Parks Department, it's been wanting to be done for a long long time. I'm the fourth parks director that's been part of this process and I think it's a piece of property that should be protected. It's one of the prettiest pieces of property in Jonesboro, and I think if we don't act on it and move forward with it then it's not going to be the green space it is today. We talk about protecting green spaces, this will be the opportunity, if ya'll choice to move forward with it down the road, that we'll be able to. We have not at this point had any conversation or moved anything forward to Council to ask ya'll to approve this."

Mayor Harold Copenhaver said, "Mr. Chair if I may. I'd like to make a statement because there are some in the room today that are curious about it as well. Basically, the grant application deadline for this is August 27th. This is obviously just a formal request so we can go to the state to make sure we're following the guidelines and if we don't meet the guidelines for this grant then we're not going to have the application submitted. In that process then we will meet the criteria to many of the questions that City Council and participants in our community will want to have. We will have public hearings before this grant is then formally submitted and we want to make sure that we're upholding to the guidelines of the grant but also the grant of the communities wishes. But that will all have to be done, again, before the 27th of August. So basically with us just asking for your approval through Danny then we're going to go ahead and see if we can fit the parameters and we can answer the questions not only the citizens but the City Council in order to apply for the grant."

Vonn Burnett, Ridgepoint Property Owners Association, approached the podium, "I've had some conversations with Mayor. Mr. Kapales came out maybe a month ago and

presented some information to the POA and we sure appreciate that. I would just like for the record to reflect that the Ridgepoint Property Owners Association are interested in what's going on out there. We would like to see all the information that's out there. I think that Mayors going to come out and speak to the POA again about some of the documentation and some of what's going on so we look forward to receiving that, reviewing it and discussing it with the home owners out there and presenting the information and forming our opinion based on that."

Chief Administrative Officer Brian Richardson approached the podium, "I would just like to add that before any kind of property acquisition can actually happen, that is a separate action that the City Council would have to approve so regardless of this grant if this park would happen to come to ferritin then Council would have to approve that. We're just asking for permission to spend the time and the man hours to prepare the grant to submit it to see if we happen to get it." Chairman Joe Hafner said, "Brian, someone asked me earlier today, that this is a highly competitive grant that we've applied for in the past years like for the Northside Park and stuff and we haven't gotten it, but some grants we get they say if this land donation doesn't happen or this doesn't happen, we get awarded the grant but it doesn't happen. Are the 2 possibilities, one we ask permission to move it to another project in Jonesboro that's parks related or two we simply have to return the money back over?" CAO Brian Richardson said, "Well, there wouldn't be really any money warded until we provide the match, so we wouldn't just get a check." Chairman Joe Hafner said, "What I'm saying is we could potentially use that money." CAO Brian Richardson said, "We could potentially move that grant money somewhere else as long as it met the parameter of the grant. There's a little bit of a process for that but the way we look at it is it's better to apply and if we get it then we can make that decision, if it has to be moved, we can figure out a way to make that happen. It's one of those things that you won't receive this if you don't ask for it. It's a 50/50 match, we could do a lot of good with \$250,000 but it has to meet the specific requirements of the request and those are quite stringent in the fact that the land donation is involved puts us further up the list then just saying we are putting money behind it. That's my understanding, that it shows a commitment from the community. But again I just want to clarify that, regardless of this grant, that has no determination on even requiring the property. We could get the grant and if Council turns down receiving acquisition of the property then it's all on the void anyway. So I just wanted to make that clear that this does not authorize City Council or the city or anybody to make a land acquisition or even accept the land donation. That's a separation action that will have to come in front of the City Council."

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

[RES-21:166](#)

RESOLUTION TO ENTER INTO A SPONSORSHIP AGREEMENT WITH GETBACK INC.. FOR INFORMATION TECHNOLOGY VAN WRAP

Sponsors: Information Systems

Attachments: [Van Sponsorship 2021](#)

A motion was made by Councilperson John Street, seconded by Councilperson David McClain, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment

A motion was made by Councilperson Joe Hafner, seconded by Councilperson John Street, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-21:039

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Ordinance

AN ORDINANCE TO APPROVE AN ASSESSMENT FOR THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT FOR COMMERCIAL PROPERTY OWNERS IN THE DISTRICT AS APPROVED AND REQUESTED BY COMMISSIONERS AND A MAJORITY IN VALUE OF THE MEMBERS OF THE DISTRICT

WHEREAS, pursuant to Arkansas Code Annotated § 14-90-802, a majority in value of the property holders owning property adjoining the locality to be affected organized for the purpose to promote quality of life and economic advancement have petitioned the governing body of the city of Jonesboro, AR for the implementation of said improvement, and that the cost thereof shall be assessed upon the real property of the Downtown Business Improvement District according to the benefits received; and

WHEREAS, said benefits received by each and every block, lot, and parcel of real property situated in said Downtown Business Improvement District equals or exceeds the local assessment thereon; and

WHEREAS, the estimated cost of carrying out the annual maintenance of the Downtown Business Improvement District is approximately \$200,000 - \$250,000 per year:

WHEREAS, the commissioners of the Downtown Business Improvement District have made and filed with the City Clerk plans for the improvements to the District and have reported to the City Council the estimated cost of the improvements.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS:

SECTION ONE: That said blocks, lots, and parcels of real property in the Downtown Business Improvement District be assessed according to the assessment list for the District that is on file in the office of the City Clerk, and that two (2) mils of total assessed value of each block, lot, and parcel shall be collected by the County Collector with the first installment of general taxes becoming due no sooner than five (5) months after the passage and approval of this ordinance and shall be due and collected annually with the first installment of general taxes becoming due in the year 2022 and each year thereafter with the first installment of general taxes, until the whole of said local assessment shall be paid.

Downtown Jonesboro Improvement District No. 1

Plans and Estimated Cost of Improvement

Whereas, The Downtown Jonesboro Improvement District No. 1 created by ORD-77:2146 AN ORDINANCE ESTABLISHING THE DOWNTOWN JONESBORO IMPROVEMENT DISTRICT NO.1 OF THE CITY OF JONESBORO, ARKANSAS; PASSED and ADOPTED this 21st day of March, 1977.

In accordance with:

Title 14 Local Government; Subtitle 11. Economic Development Improvement Districts, Facilities, And Authorities; Chapter 184 Central Business Improvement Districts; Subchapter 1 -- General Provisions

Whereas,

(1) Municipalities should be encouraged to create self-financing improvement districts and designated district management corporations to execute self-help programs to enhance local business climates; and

(2) Municipalities should be given the broadest possible discretion in establishing self-help programs consistent with local needs, goals, and objectives.

Whereas,

(a) (1) (A) In the ordinance creating a central business improvement district, the governing body shall appoint a minimum of five (5) persons who shall be owners of real property in the district or officers or stockholders of a corporation owning real property within the district as commissioners who shall compose a board of commissioners for the district.

14-184-112. Plans and estimated cost of improvement

(a) (1) As soon as is practicable after the qualification of its members, the board of commissioners for a central business improvement district shall form plans for the improvement as described in the petition and shall obtain estimates of the cost of it.

(2) Prior to the filing of any assessment of benefits to accomplish the plan of improvement, a copy of the plans and the estimated cost for the accomplishment of the plans shall be filed in the office of the city clerk.

Whereas, The Board of Commissioners has met and established the following plan and estimated cost of improvement.

Whereas, the estimated cost of carrying out the annual maintenance of the Downtown Jonesboro Improvement District No. 1 is approximately 200,000 – 250,000 Dollars per year:

14-184-113. Expenditures for services

Approximately 5% of the total collections will pay for services from professionals including, but not limited to, attorneys, accountants, consultants, engineers, and other likewise individuals providing technical services that are determined to be necessary or desirable in assisting the district effectively carry out the functions, powers, and duties conferred and imposed upon it to accomplish and maintain the proposed improvement.

14-184-115. Powers of improvement district generally

Approximately 70% of the total collections will be used to secure, renovate, and operate a common space dedicated for Downtown Jonesboro Alliance or publicly sponsored year round events that boost quality of life, specific to Downtown Jonesboro and subsequently the city of Jonesboro in its entirety; steer patrons to downtown Jonesboro benefitting all local business in the Downtown Jonesboro Improvement District No. 1; and provide opportunities for the people of northeast Arkansas to attend events that they otherwise would travel out of the area to see.

Approximately 25% of the total collections will go to the Downtown Jonesboro Alliance to undertake and carry out any or all parts of the planned improvement including, but not limited to, the following:

- To construct each and every other useful, necessary, or desired facility or improvement that may secure and develop industry and be conducive to improved economic activity within the district.
- To landscape and plant trees, bushes and shrubbery, grass, flowers, and each and every other kind of decorative planting;
- To install and operate or to lease public music and news facilities;

To provide services for the improvement and operation of the district, including without limitation:

- Promotion and marketing;
- Advertising;
- Health and sanitation;
- Public safety;
- Security;
- Traffic and parking improvements;

- Recreation;
- Cultural enhancement;
- Consultation regarding planning, management, and development activities;
- Maintenance of improvements;
- Activities in support of business or residential recruitment, retention, or management development;
- Aesthetic improvements, including the decoration, restoration, or renovation of any public place or building facade and exterior in public view that confers a public benefit;
- Furnishing music in any public place;
- Special event and festival management;
- Professional management, planning, and promotion of the district;
- Stabilization, maintenance, rehabilitation, and adaptive reuse of historic buildings; and
- Design assistance; and

To do everything necessary or desirable to effectuate the plan of improvement for the district.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-21:040

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Ordinance

AN ORDINANCE CREATING A PROPERTY ASSESSED CLEAN ENERGY IMPROVEMENT DISTRICT COEXTENSIVE WITH THE CITY OF JONESBORO TO FACILITATE A PACE PROGRAM AND ADOPTING CERTAIN PROVISIONS RELATED THERETO

WHEREAS, pursuant to the authority granted by Arkansas Code Annotated Sections 8-15-101 et seq. (as supplemented and amended, the “PACE Act”), the City of Jonesboro, Arkansas (the “City”) may create a Property Assessed Energy Improvement District, either solely or in combination with one or more other governmental entities; and

WHEREAS, such a district, once created, has independent legal and financial authority, including the authority to issue bonds; and

WHEREAS, such districts were authorized to permit the creation and implementation of, among other things, a property assessed clean energy (PACE) program under which a real property owner may finance an energy efficiency improvement, a renewable energy project, or a water conservation improvement for their property on a voluntary basis, with loan repayment tied to collection of real property taxes,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS:

Section 1. That the City Council of the City of Jonesboro, Arkansas hereby enacts Chapter 2, Article VI, Division 11 ENERGY IMPROVEMENT DISTRICT to the Code of Jonesboro, which shall read as follows:

CHAPTER 2, ARTICLE VI, DIVISION 11 ENERGY IMPROVEMENT DISTRICT

Section 2-573 Establishment and Purpose: There is hereby created the Jonesboro Energy Improvement District (the “District”) which territorial jurisdiction shall be coextensive with and mirror the municipal boundaries of the City, provided that, such boundaries may be hereafter extended through participation by other governmental entities in a manner consistent with the PACE Act. The District shall exercise such authority and power as granted by the PACE ACT within the boundaries of the District.

Section 2-574 Board of Directors, Membership, Terms of Office: The District shall be

governed by a Board of Directors (the “Board”) consisting of seven (7) members. One member shall be the Mayor or the Mayor's designee. Should the Mayor designate a member, said member shall serve at the pleasure of the Mayor. The remaining six (6) members of the Board shall be qualified electors of the District recommended by the Mayor to the City Council for consideration and appointment. Members of the Board shall serve a term of two (2) years. In making its Board appointments, the City Council shall give due consideration to candidates having connections to or relationships with local utility companies, lending or bonding institutions, or the advanced energy industry and to candidates with background, experience or expertise in accounting, financial services, real estate development, residential and commercial construction, architecture and/or professional engineering, or economic development.

Section 2-575 Legal and Financial Independence: In the operation of its business, the District is legally and financially independent of the City. No debt entered into by the District shall ever be construed as an obligation of the City or of any other governmental entity which may participate in the District. Further, the City shall not, under any circumstances, be responsible or liable for any act or omission of the District or of any member of the Board.

PACE

Property Assessed Clean Energy

WHAT IS PACE?

Property Assessed Clean Energy (PACE) is a financing mechanism that enables low-cost, long-term funding for energy efficiency, renewable energy and water conservation projects. PACE financing is repaid as an assessment on the property's regular tax bill, and is processed the same way as other local public benefit assessments (sidewalks, sewers) have been for decades. Depending on local legislation, PACE can be used for commercial, nonprofit and residential properties.

HOW DOES IT WORK?

PACE is a national initiative, but programs are established locally and tailored to meet regional market needs. State legislation is passed that authorizes municipalities to establish PACE programs, and local governments have developed a variety of program models that have been successfully implemented. Regardless of model, there are several keystones that hold true for every PACE program.

- PACE is voluntary for all parties involved.
- PACE can cover 100% of a project's hard and soft costs.
- Long financing terms up to 20 years.
- Can be combined with utility, local and federal incentive programs.
- Energy projects are permanently affixed to a property.
- The PACE assessment is filed with the local municipality as a lien on the property.

WHY IS IT SO POPULAR?

Property owners love PACE because they can fund projects with no out-of-pocket costs. Since PACE financing terms extend to 20 years, it's possible to undertake deep, comprehensive retrofits that have meaningful energy savings and a significant impact on the bottom line. The annual energy savings for a PACE project usually exceeds the annual assessment payment, so property owners are cash flow positive immediately. That means there are increased dollars that can be spent on other capital projects, budgetary expenses, or business expansion.

Local governments love PACE because it's an Economic Development initiative that lowers the cost of doing business in their community. It encourages new business owners to invest in the area, and creates jobs using the local workforce. PACE projects also have a positive impact of air quality, creating healthier, more livable neighborhoods.

HOW CAN I GET PACE?

www.PACENation.us has all the tools and resources you need to get started with PACE. Check to see if your state has passed a PACE statute, and if your area has an active program. If not, contact us to find out if there is a local initiative in development and we may be able to put you in touch with a working coalition. We look forward to hearing from you!

BENEFITS OF PACE

WORKFORCE DEVELOPMENT:
Creates local jobs

ECONOMIC DEVELOPMENT:
Lowers cost of doing business

BUILDING STOCK:
Maintained and upgraded

BOTTOM LINE:
Directly impacts local businesses

HEALTHY AIR:
Environmental impact



PACENation is the national, nonprofit advocate for PACE financing. We provide leadership, data, support and resources for the growing marketplace.

www.pacenation.us
info@pacenow.org



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:169

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH COLSON GROUP FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE JOE MACK CAMPBELL SPORTS COMPLEX

WHEREAS, the City of Jonesboro, Arkansas owns and maintains Joe Mack Campbell Sports Complex located at 3021 Dan Avenue; and

WHEREAS, Colson Group is seeking sponsorship recognition on one soccer field at the Joe Mack Campbell Sports Complex; and

WHEREAS, Colson Group is sponsoring the field for the sum of \$5,000 for a period of 5 years;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Colson Group for the sponsorship of a field at Joe Mack Campbell Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold Copenhaver and City Clerk, April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

EXHIBIT A

SPONSORSHIP AGREEMENT FOR ATHLETIC FIELD LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Colson Group** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **30th** Day of **July, 2021** (the "Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Joe Mack Campbell Park", and hereafter referred to as the "Facilities"; and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- (a) The term of this Agreement is for a period of five (5) years commencing on the Effective Date and ending at midnight on the **30th of June, 2026**.

II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field (Soccer Field #16) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **5** years for the erected sign and sponsorship the total sum of **\$5,000**.
 - A sum of **\$1,000** shall be paid on **September 1, 2021**
 - A sum of **\$1,000** shall be paid on **July 1, 2022**.
 - A sum of **\$1,000** shall be paid on **July 1, 2023**.
 - A sum of **\$1,000** shall be paid on **July 1, 2024**.

A sum of **\$1,000** shall be paid on **July 1, 2025.**

- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 2.5' x 5' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

III. Assign ability and Exclusivity

This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

X. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

COLSON GROUP

By: Necole Duria
Name: Necole Duria
Title: Director, HR
Date: 7-30-2021

CITY OF JONESBORO

By: _____
Name: Harold Copenhaver
Title: Mayor
Date: _____

ATTEST

April Leggett, City Clerk,



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:171

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION TO ENTER INTO A CONTRACT WITH AXON ENTERPRISES, INC FOR THE PURCHASE OF AXON BODY CAMERAS, TASERS, MODEM EQUIPMENT AND SUPPORTING AXON SERVICES

WHEREAS, the City of Jonesboro Police Department has identified a need to update their body worn cameras systems; and

WHEREAS, the City of Jonesboro is currently under contract with AXON for similar equipment; and

WHEREAS, extending and restructuring the current agreement with AXON will ensure the Jonesboro remains up to date with critical technology that increases the safety and transparency for officers and residents; and

WHEREAS, contract terms extend and replace the existing agreement currently set to end December 31st 2023; and

WHEREAS, the updated 5 year contract includes a \$20,289.36 deposit due October 2021 followed by annual payments on January 1, 2022-2025 of \$564,408.71 and \$544,119.35 on January 1, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION ONE: The City of Jonesboro will enter into a contract with AXON Enterprises, Inc. for the purchase of body worn cameras, tasers, modem equipment and supporting services.

SECTION TWO: The City of Jonesboro will enter into a contract to purchase AXON equipment and services totaling \$2,822,043.55 financed over a 5 year period.

SECTION THREE: The City of Jonesboro is currently under contract with AXON Body Camera and software and switching to another software program would be financially unfeasible and could have an adverse effect on program ability therefore bidding is waived. AXON Taser is a sole provider that has performed to satisfaction of the Jonesboro Police Department.

SECTION FOUR: The Mayor and City Clerk are hereby authorized by the City Council of the City

of Jonesboro, Arkansas, to execute all documents necessary to effectuate this agreement.



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency on the Quote (“**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 products 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 therefore agree as follows:

1 **Definitions.**

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Device**” means all hardware provided by Axon under this Agreement.

“**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.

“**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**”).

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

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. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. 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 FOB shipping point 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.

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7 **Warranty.**

7.1 **Hardware Limited Warranty.** 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, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days 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. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

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 Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon 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 Device sent to Axon for service.

7.3 **Spare Axon Devices.** For qualified purchases, 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.

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.**

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.



Master Services and Purchasing Agreement between Axon and Agency

- 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 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **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 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 Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon 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.
- 16 **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; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **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.
- 17.2 **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.
- 17.3 **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.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

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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. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 **General.**

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 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.

19.11 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. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

19.12 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.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“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.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“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.

“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.

Agency will also maintain the security of end user names 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

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

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.
- 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.
- 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.
- 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, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term (“**Axon Records Subscription**”)

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.

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.

- 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.



Master Services and Purchasing Agreement

- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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.

1.1 ACEIP Tier 1.

1.1.1. 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

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.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020

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**”).

1.1.2. 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.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon’s services, Agency may 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. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.

Professional Services Appendix

1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

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

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>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</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>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</p>
<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
<p>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.</p>
<p>Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

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

<p>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.</p>
<p>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</p>

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

4 **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

- 5 **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.
- 6 **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.
- 7 **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.
- 8 **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
- 9 **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.
- 10 **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.

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 after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“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 change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. 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.

TASER 7 Appendix

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

- 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 **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.
- 4 **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

- 5 **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.
- 6 **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 upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **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.
- 8 **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:



Master Services and Purchasing Agreement

- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 8.2** 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.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

- 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.

Axon Fleet Appendix

- 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** **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 ("Fleet Upgrade") as schedule on the Quote.

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.

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.

- 7** **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.

- 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.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 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.

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 Aware services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 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.

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.

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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Q-329712-44418.877BM

Issued: 08/10/2021



Quote Expiration: 09/30/2021

Account Number: 106758

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-1001 S Caraway Rd 1001 S Caraway Rd Jonesboro, AR 72401-4404 USA	Jonesboro Police Department - AR 1001 S Caraway Rd Jonesboro, AR 72401-4404 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brian Moutinho Phone: +1 9168062275 Email: bmoutinho@axon.com Fax:	Karen Oldham Phone: 870-935-5562 (4696) Email: kjoldham@jonesboro.org Fax: --

Program Length	60 Months
TOTAL COST	\$2,822,043.57
ESTIMATED TOTAL W/ TAX	\$2,822,043.57

Average Savings Per Year	\$246,493.37
TOTAL SAVINGS	\$1,232,466.85

PAYMENT PLAN			
PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Upfront - Due October 2021	Oct, 2021	\$0.00	\$20,289.36
Year 1 - Due January 2022	Jan, 2022	\$0.00	\$564,408.71
Year 2 - Due January 2023	Jan, 2023	\$0.00	\$564,408.71
Year 3 - Due January 2024	Jan, 2024	\$0.00	\$564,408.71
Year 4 - Due January 2025	Jan, 2025	\$0.00	\$564,408.71
Year 5 - Due January 2026	Jan, 2026	\$0.00	\$544,119.35

BILLED ON FULFILLMENT

PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$0.00

Quote Details

Individual Items USD			
Category	Item	Description	Requested Ship Date
Other	73638	STANDARDS ACCESS LICENSE	
Other	73896	STANDARDS SERVICE, BASIC	
Other	73680	RESPOND DEVICE PLUS LICENSE	
Other	73478	REDACTION ASSISTANT USER LICENSE	
Other	73682	AUTO TAGGING LICENSE	
Other	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	
Other	80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	
Other	85147	CEW STARTER	
Other	73447	AWARE TO AWARE PLUS UPGRADE LICENSE	

Bundle: BWC Unlimited with TAP Quantity: 23 Start: 10/1/2021 End: 9/30/2026 Total: 96630.61 USD			
Category	Item	Description	Requested Ship Date
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	09/01/2021
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	09/01/2021
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	03/01/2024
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	03/01/2024
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	09/01/2026
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	09/01/2026
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	

Bundle: AB3 Camera Bundle Quantity: 200 Start: 10/1/2021 End: 9/30/2026 Total: 0 USD			
Category	Item	Description	Requested Ship Date
Camera	73202	AXON BODY 3 - NA10	09/01/2021
Spare Camera	73202	AXON BODY 3 - NA10	09/01/2021
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	09/01/2021
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	09/01/2021
Spare Mounts	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	09/01/2021
Spare USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	09/01/2021

Bundle: AB3 Multi Bay Dock Bundle Quantity: 25 Start: 10/1/2021 End: 9/30/2026 Total: 0 USD

Category	Item	Description	Requested Ship Date
Dock	74210	AXON BODY 3 - 8 BAY DOCK	09/01/2021
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	09/01/2021

Bundle: Fleet 3 Basic Quantity: 120 Start: 10/1/2021 End: 9/30/2026 Total: 812198.15 USD

Category	Item	Description	Requested Ship Date
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	09/01/2021
SIM	72048	FLEET SIM, ATT	09/01/2021
Router	11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD	09/01/2021
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	09/01/2021
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	09/01/2021
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	
Axon Signal Unit	70112	AXON SIGNAL UNIT	09/01/2021
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	09/01/2021
Spare Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	09/01/2021
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	09/01/2021
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	09/01/2021
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	09/01/2021

Bundle: 2021 - OFFICER SAFETY PLAN 7 Quantity: 177 Start: 10/1/2021 End: 9/30/2026 Total: 1688580.03 USD

Category	Item	Description	Requested Ship Date
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	
Viewer License	73687	EVIDENCE.COM VIEWER LICENSE	
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	
Respond	73449	RESPOND DEVICE LICENSE	
Standards	73638	STANDARDS ACCESS LICENSE	
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	09/01/2021
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	09/01/2021
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	09/01/2021
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	03/01/2024
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	09/01/2026
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	09/01/2021
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	03/01/2024

Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	09/01/2026
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	09/01/2021
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	09/01/2021
HALT Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	09/01/2021
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	09/01/2021
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	09/01/2021
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	09/01/2021
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	09/01/2021
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	09/01/2021
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	09/01/2021
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	09/01/2021
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	09/01/2021
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	09/01/2021
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	09/01/2022
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	09/01/2023
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	09/01/2024
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	09/01/2025
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	09/01/2021
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	09/01/2022
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	09/01/2023
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	09/01/2024
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	09/01/2025
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	09/01/2021
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	09/01/2021
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	09/01/2023
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	09/01/2021
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	09/01/2023
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Docks	74200	TASER 7 6-BAY DOCK AND CORE	09/01/2021

Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	09/01/2021
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	09/01/2021
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	09/01/2021
Other	80395	EXT WARRANTY, TASER 7 HANDLE	09/01/2021
Other	80395	EXT WARRANTY, TASER 7 HANDLE	09/01/2021
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	09/01/2021
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	09/01/2021

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

Agency has existing contract #00020790 (originated via Q-169540), contract ##00020814 (originated via Q-199334), contract #00017918 (originated via Q-173492) and is terminating the contracts upon the new license start date (10/1/2021) of this quote.

The parties agree that Axon is granting a refund of \$26,189.40 to refund paid, but undelivered services. This discount is based on a ship date range of 9/1/2021-9/15/2021, resulting in a 10/1/2021 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.

100% discounted body-worn camera and docking station hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing contract #00020790. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work (“SOW”) has been made and entered into by and between Axon Enterprise, Inc. (“AXON”), and Jonesboro Police Department - AR the (“AGENCY”) for the purchase of the Axon Fleet in-car video solution (“FLEET”) and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency’s purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY’s existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form (“Acceptance Form”). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

[Evidence.com](#)

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation (“Not Fleet Ready”), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correction of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle’s existing systems’ operation to identify, document any existing component or vehicle systems’ failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system’s components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each component, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

**STATEMENT OF WORK FOR
THE IMPLEMENTATION OF
AXON STANDARDS FOR
JONESBORO POLICE
DEPARTMENT ("SOW")**

Submitted By:

Axon Enterprise, Inc. (Axon)

17800 North 85th Street

Scottsdale, AZ 85255



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ATTACHMENT A - MILESTONE COMPLETION
REPORT TEMPLATE 8

ATTACHMENT B - PROJECT CHANGE ORDER
TEMPLATE 9





1. PROJECT OVERVIEW:

1.1 SOFTWARE

The software detailed in this SOW includes, the listed functionality.

- ▶ Axon Standards: Use of Force, Citizen Complaint, Internal Complaint, Vehicle Pursuit, Vehicle Collision, and up to 6 additional forms.

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Jonesboro Police Department who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
MDC	Mobile Data Computer - device associated within a vehicle or other mobile unit
DataStore	The database Axon provides allowing Agency to query data
Product	The software solutions being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
Service Portal	An online portal provided by Axon where issues identified are entered and triaged
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
Go-Live	All End-Users are activated and Agency is actively using the product
Milestone Completion Report	The report outlined in Attachment A to be executed at key Milestones between Agency and Axon to approve completion of Project phases
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency



1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- ▶ Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- ▶ Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- ▶ Changes made by Agency or Agency's vendors



2. PROFESSIONAL SERVICES:

2.1 GENERAL

- ▶ Agency will provide a list of address information in Shapefile format that Axon will load.
- ▶ Agency will provide a Master Charge Table that Axon will load.

2.2 DATASTORE

- ▶ Axon will configure and make available to Agency a read only Azure SQL Database containing information within the Axon Systems allowing Agency to utilize available data.
- ▶ Axon will provide Agency with a data dictionary and/or other appropriate documentation.

2.3 READINESS

- ▶ Axon will conduct Functional Acceptance Testing via use cases approved by Axon and Agency.
- ▶ All issues discovered during and after training will be entered into the service portal for triage.

2.4 TRAINING

- ▶ Axon will document and propose a Training Plan to Agency based on user types and availability, including additional IT and Admin Training.
- ▶ All training will be hands on in an Axon provided Training environment.
- ▶ Agency will provide facilities and equipment for conducting the Training.
- ▶ Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.

2.5 GO-LIVE

- ▶ Axon will choreograph and orchestrate the Go-Live event.



3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- ▶ Both Parties will assign a Project Manager to ensure completion of deliverables.
- ▶ Axon's Project Manager will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- ▶ All Project requirements will be documented in Requirements Planning.
- ▶ Once all requirements are agreed to, Axon's Project Manager will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- ▶ If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- ▶ Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.

3.4 MILESTONE COMPLETION REPORT ("MCR")

- ▶ Axon will submit an MCR to Agency for approval upon completion of a Milestone.
- ▶ Upon receiving an MCR, Agency has 14 calendar days to approve or respond in writing with issues related to the MCR. Failure to reply within 14 calendar days will be deemed approval.



4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays or major events that may impact the Project.
- ▶ Ensure Agency desktop or mobile systems and devices can access the Product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- ▶ Provide Axon with remote access to Agency's Axon Evidence account when required.



5. SUPPORT:

- ▶ The Product undergoes updates and enhancements which Agency will automatically receive.
- ▶ Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- ▶ For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.



ATTACHMENT A - MILESTONE COMPLETION REPORT TEMPLATE

By signing for the items in this Milestone Completion Checklist, I agree that Axon's Professional Services Organization has reached the following milestone for the Project agreed upon in the SOW between Axon and Jonesboro Police Department:

Final Acceptance

Date Services were completed on:

_____ day of _____, 20__

Today's Date: _____

Agency Name: _____

Signature: _____

Printed Name: _____

Title: _____

Email: _____



ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.

AGENCY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature

Date Signed

8/10/2021



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:172

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION TO ENTER INTO A CONTRACT WITH VOIANCE LANGUAGE SERVICES LLC FOR E-911 CALL INTERPRETATION SERVICES

WHEREAS, the City of Jonesboro E-911 Director has identified a need for a service to handle non-English speaking emergency calls; and

WHEREAS, Voiance Language Services LLC offers a service with a usage based cost; and

WHEREAS, the City of Jonesboro wishes to enter into a contract on a trial basis ending December 31st, 2021 with the option to renew for one year upon satisfaction of performance; and

WHEREAS, Over-the-phone interpretation billing is based on a .75 per minute of usage with a \$10 monthly minimum fee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION ONE: The City of Jonesboro will enter into a contract terminating December 31, 2021 with Voiance Language Services LLC for E-911 call interpretation services and associated cost outlined in the contract.

SECTION TWO: The Mayor and City Clerk are hereby authorized by the City Council of the City of Jonesboro, Arkansas, to execute all documents necessary to effectuate this agreement.

Service Agreement

<p>Vendor name and address: Voiance Language Services, LLC (“Vendor”) 2650 East Elvira Road, Suite 132 Tucson, Arizona 85756</p>	<p>Client name and address: City of Jonesboro 9-1-1 (“Client”) 411 West Monroe Avenue Jonesboro, AR 72401</p>
<p>Services:</p>	<p>Exhibit (Exhibit attached hereto if box is checked):</p> <p><input checked="" type="checkbox"/> A: Over-the-Phone interpretation</p> <p style="padding-left: 40px;"><input type="checkbox"/> A -1: Leased Telephones</p> <p><input type="checkbox"/> B: Translation and Localization</p> <p><input type="checkbox"/> C: Interpreter Training and Assessments</p> <p><input type="checkbox"/> D: On-Site Interpretation</p> <p><input type="checkbox"/> E: Video Remote Interpretation</p> <p style="padding-left: 40px;"><input type="checkbox"/> E – 1: Video Remote Interpreting Equipment</p> <p style="padding-left: 40px;"><input type="checkbox"/> E – 2: CyraCom Connect - Telehealth</p> <p><input type="checkbox"/> F: Facilities</p>
<p>Voiance Language Services, LLC.:</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>City of Jonesboro 9-1-1</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

Introduction. In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Formation.** This Service Agreement (“Agreement”) is formed between Vendor and Client. This Agreement replaces and supercedes any agreements previously in place between Vendor or either of its affiliates, CyraCom, LLC and Voiance Language Services, LLC. and Client or its listed facilities set forth on Exhibit F.
- Services.** Pursuant to the terms of this Agreement, Vendor shall provide the Services a detailed in the attached Exhibits to Client and to any affiliate Facilities listed on Exhibit F as applicable. Client is not a current member of any Vendor Supplied Group Purchasing Organization (“GPO”). During the term of the Agreement if Client becomes an active member of any GPO, in which Vendor is a supplier, it will be the responsibility of the Client to provide member information to Vendor along with a completed End User Agreement. Should Client not provide member information to Vendor it shall be deemed that Client has elected have a standalone agreement with Vendor and Client understands Vendor will not be reporting Client’s usage to the GPO. Usage reporting will become effective the first full month after Client provides Vendor with a completed End User Agreement and valid Member ID.
- Payment.** Client will be invoiced by Vendor and shall remit payment to Vendor within thirty (30) days of invoice date. Vendor will provide Client a one-half percent (0.05%) discount when payment is made via ACH within 10 days of

invoice date. Vendor’s preferred method of payment is by any electronic means, including automated clearing house (ACH) payment or wire, however checks and credit cards are accepted. Any third-party fees incurred by Vendor in the course of receiving or preparing to receive payment from Client, such as a third-party payment processing service, shall be applied to Client’s next invoice, due and payable by Client in accordance with the provisions of this Agreement. Any payment Client fails to remit to Vendor as provided herein shall incur simple interest on all overdue amounts at the rate of one and one-half percent (1.5%) every thirty (30) calendar days.

3.1 Voiance Language Services, LLC . EIN: 37-1571267

If Sent Via ACH	If Sent By First Class Mail	If Sent Via Courier (e.g., Federal Express, United Parcel Service, Messenger)
Routing Number 122101706 Account: 457024978910	PO Box 74008101 Chicago, Illinois 60674-8101	Bank of America Lockbox Services Voiance Language Services, LLC. #74008101 540 W. Madison, 4th Floor Chicago, IL 60661

4. **Term and Termination.** This Agreement shall commence on the date by which: (i) all Parties have executed this document (“Commencement Date”), and (ii) a copy of the executed document has been delivered to Vendor; and shall terminate December 31, 2021, unless otherwise provided in this Agreement or sooner terminated as provided elsewhere in this Agreement. On the initial termination date, and on each successive anniversary of that date, this Agreement shall renew for one year upon mutual agreement. This agreement may be terminated, without penalty, by either party upon thirty (30) days’ written notice of termination to the other party. The “Termination Date” of this Agreement shall be the sooner of: (i) the date identified by the terminating party in that party’s notice of termination to the other party, or (ii) the date on which Vendor terminates Client’s access to Services.

4.1 **Survival.** Without limiting other provisions of this Agreement, obligations of the following sections shall survive the termination of this Agreement: 9 (Confidentiality/Prohibited Uses) and 20 (Arbitration).

4.2 **Termination for Non-Payment.** Vendor may suspend PIN(s) and terminate the account if payment is not received within 60 days of invoice date.

5. **Independent Contractor Relationship.** The relationship between the parties is that of independent contractors. Neither party is an agent, partner or employee of the other party, and neither party has any right or any other authority to enter into any contract or undertaking in the name of or for the account of the other party, or to assume or create any obligation of any kind, express or implied, on behalf of the other party, nor will the acts or omissions of either party create any liability for the other party. This Agreement shall in no way constitute or give rise to a partnership or joint venture between the Parties.

6. **Insurance.** Vendor shall maintain insurance against claims for injury to persons or damage to property that may arise from or relate to Vendor’s performance of Services pursuant to this Agreement. All insurance coverage required by this Agreement shall be procured from and maintained with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. Upon Client’s written request, Vendor shall furnish Client with copies of certificates of insurance or other forms of verification of coverage, duly signed by an authorized representative of the respective insurer. Certificates will be emailed to Client by Vendor’s carrier to RSturch@jonesboro.org.

6.1. Vendor shall maintain per-occurrence commercial general liability insurance including bodily injury, property damage, personal injury, and broad-form contractual liability coverage of not less than the following amounts:

General Aggregate	\$3,000,000.00
Products – Completed Operations Aggregate	\$3,000,000.00
Each Occurrence	\$2,000,000.00
Damage (Rented Property)	\$2,000,000.00
Medical Expenses	\$15,000.00

6.2. Vendor shall maintain coverage for Errors and Omissions and Workers Compensation of not less than the following amounts:

Errors and Omissions	\$10,000,000.00
Worker's Compensation	\$1,000,000.00

7. **Limited Liability.** Vendor shall provide Services in a professional and workmanlike manner utilizing translators, interpreters and/or other language professionals with skills and qualifications that meet or exceed the standards of the industry. Client understands and agrees that Services are inherently inexact disciplines and some discrepancies may arise despite Vendor's professional provision of Services. Client releases Vendor from any and all liability, other than liability that cannot be waived by law, for: (i) non-negligent errors made by Vendor in the provision of Services, and (ii) any failure of or interruption to Services due to the failure of any telecommunications facilities, gear, infrastructure, and/or similar equipment beyond Vendor's control. Beyond the limits of its insurance coverage, Vendor shall not be liable to Client for any direct, indirect, punitive, special, incidental or consequential damage of any kind (including loss of business, revenue, profits, use, data or other economic advantage) in connection with or arising out of Client's use of Services or any failure to connect to Services, if applicable, whether in contract or in tort, even if Vendor has been previously advised of the possibility of such damages. The foregoing limitation on Vendor's liability for damages shall apply even if any exclusive remedy provided for in this Agreement fails of its essential purpose.
8. **Background Checks.** Vendor, subject to any federal, state or local laws, rules or regulations which may limit any Vendor action otherwise required by this section, shall make reasonable and legally permitted efforts, including checking background and verifying personal information, to determine that no Vendor employee or independent contractor who shall perform any Services that permit physical, virtual or other access to Client's or its customer's premises, systems, networks or information at any time during the term of the Agreement, has been convicted of any felony or misdemeanor less than ten (10) years prior to becoming Vendor's employee (unless a lesser time period is required by law) involving violence, sexual misconduct, theft or computer crimes, fraud or financial crimes, drug distribution or crimes involving unlawful possession or use of a dangerous weapon. Vendor shall not permit any employee having such a conviction to perform any Services that permit such access during the term of the Agreement, subject to any federal, state or local restrictions on the consideration of criminal convictions in making employment decisions, unless in the sole judgment of Client, said conviction has no reasonable relationship to the employee's fitness or trustworthiness to perform the Services. Vendor shall comply with obligations under this section through the use of a third party service which shall perform a review of applicable records for those counties, states and federal court districts in which a proposed Vendor employee has identified as having resided, worked or attended school in the searched time period. Notwithstanding any of the foregoing, exceptions for individual Vendor personnel may be granted by Vendor on a case-by-case basis.
9. **Confidentiality/Prohibited Uses.**
- 9.1. **Terms.** Neither party shall disclose the terms of this Agreement to any third party without the written consent of the other party, except: (i) as required by law, court order or governing legal authority, or (ii) for disclosure of the terms of this Agreement to a party's accountants, attorneys or similar representatives who are bound by an equal or greater obligation of confidentiality, or to the representatives of any prospective purchaser of a party who is bound by an equal or greater obligation of confidentiality. This paragraph shall survive indefinitely any termination or expiration of this Agreement.
- 9.2. **Confidential Information.** All information provided to Vendor by Client or its affiliates, subsidiaries or agents that is: (i) labeled as confidential and/or proprietary, or (ii) reasonably identifiable as confidential and/or proprietary is the confidential and/or proprietary information of Client (collectively, "Confidential Information"). Client retains all rights, title and interest in and to all of the Confidential Information provided to Vendor. Vendor agrees that it will only use Confidential Information in connection with its performance of its obligations under this Agreement. Vendor shall take reasonable precautions necessary to safeguard the confidentiality of Confidential Information. Vendor agrees to immediately notify Client in the event of any accidental loss or unauthorized access, use, disclosure or breach by it or any of its employees, agents or other permitted users of any Confidential Information. Vendor shall only disclose Confidential Information in response to the order, requirement or request of a court, administrative agency or other governmental body of competent jurisdiction, and Vendor shall provide prompt notice of such disclosure to Client.
- 9.3. **PHI.** Vendor shall apply safeguards to Personal Health Information ("PHI") in conformity with HIPAA and HITECH requirements.
- 9.4. **Prohibited Uses.** The following uses of Services are prohibited:
- (i) transmission of any message which constitutes an infringement of any copyright or trademark; (ii) any unauthorized disclosure of a trade secret; (iii)

transfer of any information or technology in violation of any applicable law or regulation; (iv) violation of any telecommunications law or regulation regarding the use of telephones in interstate or foreign commerce to transmit obscene, threatening, harassing or other prohibited messages; (v) making libelous or slanderous statement; and (vi) violation of any applicable statute or government rule, ordinance, law, regulation or similar edict. Without waiving any other remedy available to Vendor at law or in equity, Vendor may terminate this Agreement at any time following Client's prohibited use of Services.

10. **Safe Harbor.** Vendor agrees that it will fully and accurately satisfy its responsibilities, as provider of the Services, under the Safe Harbor Regulations relating to program "fraud and abuse" promulgated under the Social Security Act and Medicare and Medicaid Patient and Program Protection Acts.
11. **Disbarment.** Vendor warrants that it is not disbarred or suspended, proposed for disbarment or declared ineligible for award of contracts by any federal agency.
12. **Cost of Living Increase.** The contracted pricing may be increased by 3% at each anniversary of the contract effective date.
13. **Solicitation of Personnel.** Neither party shall, directly or indirectly, knowingly solicit, induce, recruit or encourage, or cause another to solicit, induce, recruit or encourage, any person employed or engaged by the other party, whether as an employee or independent contractor, to terminate his or her engagement with the other party during the term of this Agreement and for the one (1) year period following the Termination Date.
14. **Marketing and Publicity.** Without obtaining prior written consent, no party may use the other party's name, trademarks, logos and/or service marks without complying with the other party's requirements for such use.
15. **Remedies.** The remedies in this provision do not replace or otherwise limit the remedies included elsewhere in this Agreement. Either Party may, in its sole and absolute discretion, terminate this Agreement upon the other party's breach or within ten (10) days of learning of the other party's breach. Any decision by either party to forego cancellation upon a breach by the other party shall not constitute a waiver of such party's right to terminate due to any subsequent breach.
16. **Notices.** All notices and communications must be in writing and will be effective upon receipt. Such notices shall be sent by registered or certified U.S. mail return receipt requested or by a nationally recognized overnight courier service, to the address set forth for such party herein;

To the Vendor

Cyracom International, Inc.
2650 E. Elvira Road, Suite 132
Tucson, Arizona 85756
Fax: (520) 745-9022
Email: awade@cyracom.com with a copy to
Contractsteam3@cyracom.com

To the Client

City of Jonesboro Police Department
Ronnie Sturch, Director
411 West Monroe Avenue
Jonesboro, AR 72401
RSturch@jonesboro.org

17. **Equal Opportunity.** In accordance with 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), Vendor prohibits harassment or discrimination against any individuals based on their status as protected veterans or individuals with disabilities, and prohibits discrimination against any individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Vendor takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
18. **Governing Law.** The performance of Vendor and Client under this Agreement shall be controlled and governed by the laws of the State of Arkansas, excluding conflicts of law provisions. Jurisdiction and venue for any dispute between Vendor and Client concerning this Agreement shall rest exclusively within the state and federal courts of

Craighead County, Arkansas. Each of Vendor and Client hereby waives all defenses of lack of personal jurisdiction and forum non conveniens related thereto.

19. **Arbitration.** The Parties agree that all controversies, disputes and/or claims arising out of or in any way related to the interpretation, validity, construction, performance, breach or termination of this Agreement shall be submitted to final and binding arbitration. The arbitration shall apply Arkansas law and shall comply with and be governed by the American Arbitration Association under its Commercial Arbitration Rules. The prevailing party in any such arbitration shall be entitled to an award of attorneys' fees, expert witness fees and reimbursement of all reasonable costs and other fees associated with the arbitration, unless the Parties stipulate otherwise. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction.
20. **Severability.** Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the remainder of this Agreement. Instead, this Agreement will be construed as if it did not contain the illegal or invalid part, and the rights and obligations of the parties shall be construed and enforced accordingly.
21. **Force Majeure.** Notwithstanding any other provision of this Agreement, Each party shall be excused from performing any obligations under this Agreement, in whole or in part, as a result of delays or interference caused by an act of God, war, labor disputes, strikes, floods, lightning, severe weather, shortage of materials, failures or fluctuations in electrical power, heat, light, air conditioning, disruption of a line, service or program by a common carrier or billing services provider, disruption or malfunction of any data processing or telecommunications network, facility or equipment, third-party nonperformance, pandemic, or other cause beyond a party's reasonable control. Neither party however may obtain relief under this section if such party does not have a written disaster recovery/business continuity plan in place at the time of any force majeure event.
22. **Counterparts.** This Agreement and any amendments hereto may be executed by the Parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Signatures to this Agreement and any amendments hereto transmitted by any electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same force and effect as physical execution and delivery of the paper document bearing the original signature.
23. **Entire Agreement.** This Agreement represents the complete agreement of the parties and will supersede any and all other agreements, understandings and representations by and between the parties hereto. The parties agree that this Agreement represents the joint drafting of the parties. By signing below, the parties represent and warrant that neither is relying on any promise, guarantee or other statement not contained in this Agreement.

EXHIBIT A: OVER-THE-PHONE (OPI) SERVICES

Vendor shall provide Client (and to the Facilities) with Over-The-Phone Interpretation (“OPI”) Services, available twenty-four (24) hours per day each calendar day for the term of this Agreement, for the languages referenced below. Vendor shall provide the following features and services at no additional charge to Client: (i) Vendor’s standard training services and materials; (ii) toll-free over-the-phone customer support available twenty-four (24) hours per day each calendar day for the term of this Agreement; (iii) on-line service-usage reporting; (iv) monthly invoices with Vendor’s standard granular usage details; and (v) such additional PIN numbers as Client may reasonably request from time to time.

Client may access Vendor OPI Services using Vendor’s telephone interface by entering a valid PIN. Client is solely responsible for the security of Client’s PIN, as well as for any use of Services arising out of or relating to unauthorized access thereto. If Client discovers or suspects unauthorized use of Client’s PINs, Vendor shall promptly disable any such PIN upon Client’s request and issue a replacement PIN.

Client may be issued a Dedicated Toll Free Number (“DTFN”) and a four digit PIN in order for Client to access Vendor OPI Services. If Client is issued 1 800 number(s) for its convenience by Vendor, Vendor shall retain ownership and a right in the 1 800 number(s) and Client agrees that use is limited to Client, its subsidiaries, affiliates or Employees and that Client is responsible for payment for calls made using these 1800 number(s). Client is responsible for securing their DTFN appropriately. Client must formally notify Vendor for research and credit consideration within thirty (30) business days from date of invoice containing said alleged unauthorized charges.

If Client chooses not to secure said DTFN with a PIN, then Vendor will not be held accountable for Client’s unsecured DTFN related charges that did not originate from the Client.

Languages: All available Vendor languages

Pricing and Fees*:

Interpretation Service Charges – Billed Monthly

OPI Interpretation	\$ 0.75	Per Minute
Third Party Added to Domestic Call	\$ 0.05	Per Minute
Third Party Added to International Call	Varies by Location	Per Minute
Minimum Service Charge	\$10.00	Per Month, Per Billing Account