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**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
Monday, November 4, 2024  
6:00 PM**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF THE AGENDA**

**V. INTRODUCTION OF STUDENTS AND SCOUTS**

**VI. PRESENTATIONS**

- Native American Heritage Month proclamation and land acknowledgement
- LEED Presentation – Julie Peterson, U.S. Green Building Council

**VII. PUBLIC PARTICIPATION**

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com) prior to 3 p.m. on November 4. Comments will be shared with Councilmembers prior to the meeting.

**VIII. CONSENT AGENDA**

All items listed below are considered to be routine by the Governing Body and will be enacted by one motion (roll call vote). There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

By Staff:

1. Consider approval of regular City Council meeting minutes – October 21, 2024
2. Consider memorandum of agreement with Little Government Relations for government relations and lobbying services in 2025
3. Consider approval of Kansas Gas franchise agreement

**IX. COMMITTEE REPORTS**

X. **MAYOR'S REPORT**

XI. **STAFF REPORTS**

- Third quarter report – Chief Steve Chick, Consolidated Fire District #2

XII. **OLD BUSINESS**

XIII. **NEW BUSINESS**

COU2024-56 Consider adoption of Resolution 2024-05 establishing 2025 employee compensation ranges  
Cindy Volanti

XIV. **COUNCIL COMMITTEE OF THE WHOLE (Council President presiding)**

Discuss purchase of 7820 Mission Road property and municipal complex improvement options  
Melissa Prenger

COU2024-57 Consider contract with Axon for police in-car and body-worn cameras, tasers, VR training system, and associated software  
Chief Roberson / Major McCullough

XV. **ANNOUNCEMENTS**

XVI. **ADJOURNMENT**

**If any individual requires special accommodations – for example, qualified interpreter, large print, reader, hearing assistance – in order to attend the meeting, please notify the City Clerk at 913-385-4616, no later than 48 hours prior to the beginning of the meeting. If you are unable to attend this meeting, comments may be received by e-mail at [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com).**

# CITY OF PRAIRIE VILLAGE

## Proclamation

### National Native American Heritage Month November 2024

**WHEREAS**, the history and culture of our great nation have been significantly influenced by Native Americans and indigenous peoples; and

**WHEREAS**, the contributions of Native Americans have enhanced the freedom, prosperity, and greatness of America today; and

**WHEREAS**, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

**WHEREAS**, Native American Awareness Week began in 1976, and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National Native American Heritage Month; and

**WHEREAS**, in honor of National Native American Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned; and

**WHEREAS**, Shawnee, Osage and Kansa Indians formerly owned the land now developed into the City of Prairie Village.

**NOW THEREFORE, I**, Eric Mikkelson, Mayor of the City of Prairie Village, do hereby proclaim November as National Native American Heritage Month in the City of Prairie Village, Kansas, and call upon our community to observe this month with appropriate programs, ceremonies, and activities.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Prairie Village, Kansas, to be affixed at my office in the City of Prairie Village, Kansas, the 4<sup>th</sup> day of November 2024.

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Mayor Eric Mikkelson

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Adam Geffert, City Clerk



**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
OCTOBER 21, 2024**

The City Council of Prairie Village, Kansas, met in regular session on Monday, October 21, at 6:00 p.m. Mayor Mikkelson presided.

**ROLL CALL**

Roll was called by the Deputy City Clerk with the following councilmembers in attendance: Cole Robinson, Terry O'Toole, Inga Selders, Ron Nelson, Lori Sharp, Chi Nguyen, Dave Robinson, Tyler Agniel, Greg Shelton, Nick Reddell, Ian Graves and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; City Attorney Alex Aggen, Hunter Law Group; Nickie Lee, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Boom, Assistant City Administrator; Cindy Volanti, Human Resource Director; Ashley Freburg, Deputy City Clerk/Public Information Officer.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

Mr. Reddell made a motion to approve the agenda as presented. The motion was seconded by Mr. Agniel and passed unanimously.

**INTRODUCTION OF STUDENTS AND SCOUTS**

There were no students or scouts present at the meeting.

**PRESENTATIONS**

- Police Chief Byron Roberson and Captain Adam Taylor held a ceremony to recognize the promotions of Corporal Ted Rule and Sergeant Jon Mixdorf.

**PUBLIC PARTICIPATION**

- The following individuals spoke in favor of increased safety measures on Tomahawk Road
  - Felix Baquedano
  - Jessica Nguyen
  - Angela Schieferecke
- The following individuals expressed their opposition to short-term rentals in the City:
  - Stan Sharp
  - Casey Housely



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- Dana Flora
- Anita Bates
- Mary Cordill
- Barbara Cantrell
- Anna Gepson
- Jenny Housley
- The following individuals noted their support of short-term rentals in the City:
  - Tammy Thomas
  - Tyler Shirk
  - Megan Duma
  - Jane Johns
  - Tiffany Goudy
  - Steve Kluck
  - Sheryl Vickers
  - Stephane Charles
  - Joy McMurray
  - Johnny Youssef
  - Blakeland Moroney
  - Eric Stark
  - Andy Martin
- The following individuals spoke against the proposed community center project
  - Pam Justus
  - Donna Knoell
- Edward Boersma noted his concerns about City spending
- Jim Roseberg spoke against dissemination of personal information, against the proposed community center project, against short term rentals, and against City spending
- Jan Lane spoke against the proposed community center project and short term rentals
- Kate Sullinger suggested more time be spent on the short-term rental issue and addressed her concerns with the proposed community center project

**CONSENT AGENDA**

Mayor Mikkelson asked if there were any items to be removed from the consent agenda for discussion:

1. Consider approval of regular City Council meeting minutes - October 7, 2024
2. Consider approval of expenditure ordinance #3043
3. Consider change to Chapter XV - Utilities, Article 1, Sections 15-101 and 15-102
4. Consider construction contract change order #1 with Infrastructure Solutions, LLC for emergency storm drainage channel repair at 8316 Fontana Street

Ms. Sharp requested that item #1 be removed for further discussion.



Mr. Nelson made a motion to approve items #2 - #4 on the consent agenda. A roll call vote was taken with the following votes cast: “aye”: C. Robinson, O’Toole, Selders, Nelson, Sharp, Nguyen, D. Robinson, Agniel, Shelton, Reddell, Graves, Gallagher. The motion passed unanimously.

Ms. Sharp requested that the speakers during public participation be referred to as “individuals” rather than “residents” since not all speakers reside in Prairie Village. Mikkelson and other councilmembers agreed to the change for current and future minutes.

Ms. Sharp made a motion to amend and approve the meeting minutes. Mr. Reddell seconded the motion, which passed unanimously.

### **COMMITTEE REPORTS**

- Mr. Cole Robinson reported on the health of the police pension, stating that it has eclipsed \$20 million. He noted a 22.6% return in the last 12 months. He stated that Prairie Village and Wichita are the only cities in Kansas to manage their own pension.

### **MAYOR’S REPORT**

- The Mayor noted following events that had taken place since the October 7 Council meeting:
  - The Shawnee Mission Education Foundation annual breakfast fundraiser
  - The Diversity Committee’s town hall on Voting Rights
  - The Northeast Johnson County Mayors meeting hosted by Mission Chateau in Prairie Village
  - The third community center public engagement meeting
  - A planning meeting for the Prairie Village Foundation’s annual tree lighting, which will be held December 5
- The Mayor shared the following upcoming events
  - The Prairie Hills Homes Association Fall Festival on Sunday, October 27

### **STAFF REPORTS**

None.

### **OLD BUSINESS**

#### **Summary of community center public meeting #3**

Mr. Bredehoft spoke about the public engagement process for the Community Center Campus Study, which included three public meetings. He walked through the presentation



that was shared at the third meeting on October 15, 2024. Mr. Bredehoeft specifically talked about the site plan and building information - noting that the buildings would be located in the northwest portion of Harmon Park near the swimming pool. The project would call for redevelopment of about 10 acres of land and would include additional parking, and relocation of tennis courts and the community gardens. Mr. Bredehoft shared site renderings and images to show what the new facilities could be like. He also showed a video of the site rendering.

### **Community center funding agreement with YMCA**

Mr. Jordan addressed financial partnership considerations regarding the YMCA's contributions to the community center project. At the approval of the City Council and the Finance Committee, City staff had shared a list of financial considerations regarding the proposed project with YMCA staff. On October 17, 2024, Staff received a response in memo form, included in the packet, from Mr. Mark Hulet that conveyed the YMCA's position on each item presented.

Mr. Jordan specifically addressed the Y's response to items 1 and 3:

1. The City stated the YMCA will need to cover all operational losses - the City would not provide a subsidy if the facility does not recover operational costs;

YMCA Response - The YMCA does not agree to this provision but are willing to direct some fundraising dollars towards the operational ramp up losses. The YMCA believes that the City should bear the responsibility for covering any operational losses, given the nature of the partnership and the shared community benefit the center will provide. The YMCA is not in the financial position to cover the losses.

3. The City stated the YMCA would need to contribute \$7.5 million within two years of opening towards capital expenses;

YMCA Response - The YMCA is unable to commit to this full amount and feels prepared to fundraise \$3.0 million to be allocated for either operational or capital expenses within that two-year period.

Mr. Jordan noted that two other items on the list of financial requests were agreed to by the Y, and he asked the Council for staff direction on how to proceed.

**Mr. Shelton made a motion to cease all activities related to a community center project in Prairie Village effective immediately. The motion was seconded by Mr. Reddell.**

Discussion ensued with members of the governing body thanking staff, project partners and members of the public who participated in the public engagement sessions.



Mayor Mikkelson, Mr. Graves, and Mr. Nelson expressed a desire to see the project move forward to a public vote.

After further discussion, the motion passed 10-2 with Mr. Graves and Mr. Nelson in opposition.

### **NEW BUSINESS**

**COU2024-53**

**Consider Ordinance 2499 - Amendment to rental license program to minimum duration of 30 days**

Mr. Aggen said that during the May 6, September 4, and September 16, 2024, Committee of the Whole meetings, the Council discussed potential new regulations or limits on short term rentals. At the October 7, 2024, meeting, the Council Committee of the Whole directed staff to proceed with Ordinance 2499, banning rentals for less than 30 days.

The proposed ordinance is new language that would be added to a specific code section that regulates what is currently a rental license program, allowing those with the appropriate license to rent out their homes. The new ordinance would require a 30-day minimum stay. The ordinance would become law upon publication but the effective date of the ordinance would be November 1, 2025. The timing is meant to allow those who have rental properties a substantial period of time to choose how to adjust what they are doing and to allow for up to a year of existing bookings and based on the rolling nature of a one-year program that staff administers, to prevent ambiguities. Staff recommends a substantial amount of communication during the year leading up to the effective date.

**Mr. Reddell made a motion to approve Ordinance 2499 as presented. The motion was seconded by Mr. Agniel.**

Mr. Shelton inquired about special use permits for short term rentals. Mr. Aggen stated that to allow special use permits would require an additional change to the Municipal Code.

**Mr. Shelton made a motion to amend the language in the ordinance, striking the phrase “short-term rental prohibited” and replacing it with “minimum duration required” in the ‘section b’ subtitle. Mr. Nelson seconded the motion. The motion passed 8-4 with Mr. Reddell, Ms. Selders, Mr. Dave Robinson, and Mr. Agniel in opposition.**

Discussion ensued. Mr. Dave Robinson and Mr. Graves requested more time to thoroughly study and consider the issue.

**Mr. Shelton made a motion to amend to allow owner-occupied residences to lease homes or portions of their homes for less than 30 days. Mr. Nelson seconded the motion. The**



motion failed with a vote of 5-7. “Aye” votes were: Mr. Graves, Mr. Nelson, Ms. Nguyen, Mr. Dave Robinson, and Mr. Shelton. “Nay” votes were: Mr. Reddell, Mr. Gallagher, Mr. Cole Robinson, Mr. O’Toole, Ms. Selders, Ms. Sharp, and Mr. Agniel.

After further discussion the motion to approve Ordinance 2499 as amended passed 10-2 with Mr. Graves and Mr. Dave Robinson in opposition.

Mr. Reddell made a motion for the City Council to move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Shelton and passed unanimously.

**COUNCIL COMMITTEE OF THE WHOLE**

**COU2024-54            Consider approval of a traffic study on Tomahawk Road between Roe Avenue and Mission Road**

**Ms. Selders made a motion to approve a traffic study on Tomahawk Road between Roe Avenue and Mission Road. Ms. Sharp seconded the motion.**

Ms. Selders requested that the study focus on traffic calming and safety measures along the stretch of Tomahawk Road from Roe to Mission, the only section of Tomahawk Road in Prairie Village that currently has a speed limit of 30 mph. Ms. Selders asked that the traffic study evaluate:

- The impact of reducing the speed limit to 25 mph.
- Traffic calming measures such as narrowing the road by adding bike lanes or medians to further enhance safety.
- Installation of push-button activated beacon lights at all pedestrian crosswalks along this stretch.

Mr. Gallagher asked for staff input.

Mr. Bredehoeft said he had only been asked to review the speed limit. In conjunction with the Police Department, Public Works did not think a speed limit change was warranted. Mr. Bredehoeft requested the council consider a speed study followed by a traffic calming study.

Mr. Shelton encouraged traffic calming instead of a traffic study and the specific measures outlined.

Ms. Selders re-stated her motion for a traffic study.

**After discussion, the motion passed 11-1, with Mr. Gallagher in opposition.**

**Mr. Nelson moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Agniel and passed unanimously.**



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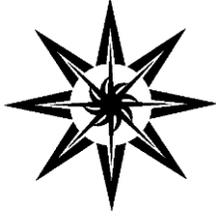
**ANNOUNCEMENTS**

Announcements were included in the Council meeting packet.

**ADJOURNMENT**

Mayor Mikkelson declared the meeting adjourned at 10:32 p.m.

Ashley Freburg  
Deputy City Clerk



## ADMINISTRATION CONSENT AGENDA

Council Meeting Date: November 4, 2024

### Consider Memorandum of Agreement with Little Government Relations for government relations and lobbying services in 2025

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#### **BACKGROUND**

In early 2020, the City Council authorized an agreement with Little Government Relations (LGR) for government relations and lobbying services. The contract was renewed for 2021, 2022, 2023, and 2024. Since 2020, Little Government Relations provided these services for the City, which included legislative updates, drafting and providing in-person testimony, and briefing staff and the Council on important issues that will have an impact on cities in Kansas. LGR's services include weekly written updates and conference calls during the legislative session and monthly written updates during the non-session period.

City staff is recommending continuing the City's relationship with Little Government Relations in 2025. The annual cost of services for 2025 is \$12,500 (same rate as 2024). It is paid in four quarterly installments of \$3,125. This cost is anticipated in the 2025 contractual services budget.

#### **RECOMMENDATION**

Make a motion to approve a Memorandum of Agreement with Little Government Relations for government relations and lobbying services in 2025.

#### **ATTACHMENTS**

Memorandum of Agreement with LGR

#### **PREPARED BY**

Nickie Lee  
Deputy City Administrator  
Date: October 22, 2024

# Memorandum of Agreement

## 1. Parties to Agreement

This agreement for government relations and lobbying services is entered into between “LGR Government Relations, LLC” hereinafter referred to as “LGR” and the “City of Prairie Village” hereinafter referred to as “Prairie Village.”

## 2. Services to be Provided:

A. LGR shall provide pro-active lobbying, monitoring, and reporting services for Prairie Village before Kansas legislative and administrative branches of government on matters related to city government. Little shall analyze and report on legislative bills and policy issues of interest and communicate such analysis to Prairie Village on a regular and timely basis.

B. Little shall communicate and meet with the Governing Body, administration, and staff to discuss policy, budget, legislative activity, and administrative issues related to State public policy and budget activities, and LGR shall provide weekly reports during the legislative session, at least monthly during the interim period, and be available for meetings as requested.

D. LGR shall testify before legislative committees as directed by Prairie Village and shall provide assistance to Prairie Village in the production and presentation of legislative testimony.

E. LGR will be available to represent Prairie Village before relevant policy organizations; League of Kansas Municipalities’ meetings and activities; collective Northeast Johnson County cities events, local and regional chambers, and city activities related to shared public policy issues.

F. LGR will facilitate meetings with the legislators and key stakeholders upon request.

G. LGR may perform other government affairs services for Prairie Village as requested. Extraordinary expansion of duties may be subject to additional or other terms as agreed by the parties.

H. LGR shall provide advice and consultation with appropriate Prairie Village elected officials and staff as requested.

## 3. Coalition.

Prairie Village and other cities in Northeast Johnson County may join together in a voluntary coalition to accomplish shared public policy goals and objectives. The coalition may collectively and collaboratively receive the services articulated in Sec. 1. The coalition will be governed by the following terms and conditions.

- A. Each coalition city will designate one representative to represent and articulate city position, serve as primary point of contact, and serve as the voting member on any non-consensus decisions in the event of required vote.
- B. Coalition will communicate at least on a weekly basis during the legislative session and more often as necessary, including but not exclusively in written reports and conference calls or in person.
- C. LGR will be available to represent the coalition before relevant policy organizations; League of Kansas Municipalities' meetings and activities; collective Northeast Johnson County cities events, local and regional chambers, and city activities related to shared public policy issues.
- D. LGR will be available for city governing board meetings and city staff upon request.
- E. During non-session period, LGR will provide monthly written reports, represent the members at relevant meetings, and be available for governing body meetings upon request.
- F. Participation in the coalition of Northeast Johnson County cities does not supersede or preclude the right of a coalition member to express or advocate individually and independently for a position different from the coalition position. Coalition city members are not obligated to support a majority coalition position and may oppose, without prejudice.

3. Independent Contractor

It is understood by both parties that LGR is an independent contractor and its services are not exclusive to Prairie Village. LGR is specifically allowed to represent other cities by mutual consent in a coalition of Northeast Johnson County cities and additional clients in non-competing areas.

4. Compliance with Applicable Statutes and Rules and Regulations

It is understood by both parties that LGR will register with the office of the Kansas Secretary of State as a lobbyist for Prairie Village. Furthermore, LGR will comply with both the spirit and the intent of all reporting requirements as well as all statutes and rules and regulations pertaining to lobbying. Copies of any reports filed by or on behalf of LGR with various reporting agencies will be available for review by Prairie Village upon request.

5. Terms of Agreement

This contract shall be in effect for the period beginning January 1, 2025 and ending December 31, 2025.

6. Compensation

LGR shall receive the sum of twelve thousand five hundred dollars (\$12,500.00) for services provided under this agreement, payable in four quarterly payments in the amount of three thousand one hundred and twenty-five dollars (\$3,125.00), due after January 1, April 1, July 1 and October 1 upon receipt of an invoice from LGR. LGR may be reimbursed for documented expenses approved by the administrator or chief elected member in advance.

7. Liability Insurance

LGR shall possess professional liability and workers compensation insurance and shall make documentation of coverage available upon request.

8. Termination.

Either party may terminate this agreement upon thirty (30) days written notice.

This contract encompasses all written and oral agreements of the parties and is entered into this \_\_\_\_\_ day of November 2024.

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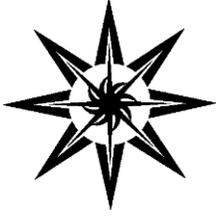
Stuart J. Little, Ph.D.

Little Government Relations, LLC  
800 SW Jackson, Suite 1000  
Topeka, Kansas 66612-2205

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Wes Jordan

City of Prairie Village  
7700 Mission Road  
Prairie Village, Kansas 66208



## ADMINISTRATION

City Council Meeting Date: November 4, 2024

### Consider approval of the Kansas Gas Franchise Agreement

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**Recommendation:**

Staff recommends that the City Council approve Ordinance No. 2501, granting a franchise to Kansas Gas Service, a Division of ONE Gas, Inc., to operate natural gas distribution facilities within the City's right-of-way.

**Background:**

The City is charged with managing the utilities in the public right-of-way. Kansas Gas has an existing franchise agreement enacted in November of 2009 by Ordinance 2221. That agreement is set to expire at the end of this year.

Kansas Gas contacted staff to discuss continuing their operations through a new franchise agreement. The proposed agreement has been negotiated between the parties, and has been evaluated by legal and public works staff. The agreement will be effective for a period of 15 years.

**Attachments:**

Ordinance No. 2501 Granting a Franchise to Kansas Gas Service, a Division of ONE Gas, Inc.

**Prepared By:**

Alex Aggen

City Attorney

Date: October 30, 2024

## ORDINANCE NO. 2501

AN ORDINANCE, granting to Kansas Gas Service, a Division of ONE Gas, Inc., and its successors and assigns, a natural gas franchise, prescribing the terms thereof and relating thereto, providing definitions of terms, prescribing a franchise fee, providing terms and conditions for the use of public rights-of-way, requiring advance notice of work and duty to repair, providing for indemnification and a hold harmless agreement, providing for rules and regulations, prescribing insurance requirements, reserving certain rights, providing for revocation and termination, providing for an acceptance of the terms of the franchise, providing for a reopener, providing for notice of annexations, prescribing relevant governing law, providing for transfer and assignment of the franchise, providing for points of contact and notifications, providing for an agreement to renegotiate, and repealing all ordinances or parts of ordinances inconsistent with or in conflict with the terms hereof.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

### SECTION 1. DEFINITIONS.

For purposes of this Franchise Ordinance the following words and phrases shall have the meanings given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word “shall” is always mandatory, and not merely directory.

“**City**” shall mean the City of Prairie Village, Kansas, and, where appropriate by the context, each of its departments, divisions and component units, including public trusts or authorities of which the City is a beneficiary.

“**Company**” shall mean Kansas Gas Service, a division of ONE Gas, Inc.

“**Consumer**” shall mean any Entity located within the municipal corporate limits of the City and serviced by the Company through any use of the Public Ways.

“**Distribution**” or “**Distributed**” shall mean all sales, distribution, or transportation of natural gas to any Sales Consumer or Transportation Consumer for use within the City by the Company or by others through the Distribution Facilities of Company in a Public Way.

“**Distribution System**” or “**Distribution Facilities**” shall mean a pipeline or system of pipelines, including without limitation, mains, pipes, boxes, reducing and regulating stations, laterals, conduits and services extensions, together with all necessary appurtenances thereto, or any part thereof located within any Public Way, for the purpose of Distribution or supplying natural gas for light, heat, power and all other purposes.

**“Effective Date”** shall mean the date the Company files its written acceptance with the City following the final passage and approval of this Franchise Ordinance by the City, as set forth in Section 11 of this Franchise Ordinance.

**“Entity”** shall mean any individual person, governmental entity, business, corporation, partnership, firm, limited liability corporation, limited liability partnership, unincorporated association, joint venture, trust, and any form of business enterprise not specifically listed herein.

**“Facility” or “Facilities”** refers to the Company’s Distribution System or Distribution Facilities.

**“Franchise”** shall mean the grant of authority, set forth in Section 2 of this Franchise Ordinance, by the City to the Company for the Distribution of natural gas to the inhabitants of the City and to operate a Distribution System or Distribution Facilities.

**“Franchise Fee”** shall refer to the charges as prescribed in Section 3 of this Franchise Ordinance.

**“Franchise Ordinance”** shall mean this Ordinance granting a natural gas Franchise to the Company.

**“Gross Receipts”** shall mean any and all compensation and other consideration derived directly by the Company from any Distribution of natural gas to Consumers within the City. Such term shall not include revenue from certain miscellaneous charges and accounts, including but not limited to: connection fees, disconnection and reconnection fees, temporary service charges, delayed or late payment charges, collection fees, bad debts, customer project contributions, meter test fees, revenues received by Company from Consumers as Franchise Fee reimbursement, and returned check charges. Additionally, Gross Receipts shall not include credit extended pursuant to the Cold Weather Rule (or substitute rule) of the Kansas Corporation Commission for natural gas sold within the corporate limits of the City, nor Volumetric Rate Fees collected by Company and remitted to City in accordance with Section 3 of this Franchise Ordinance.

**“MCF”** shall mean a measurement of natural gas equal to one thousand cubic feet. It is assumed for purposes of this Franchise Ordinance that one MCF equals one million British Thermal Units.

**“Public Improvements”** means any public facilities, buildings, or capital improvements, including, without limitation, streets, alleys, sidewalks, sewer, water, drainage, right-of-way improvements, and other Public Projects.

**“Public Project”** means any project planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature paid for with public funds.

**“Public Way” or “Public Ways”** shall mean the area on, below or above the present and future public streets, avenues, alleys, bridges, boulevards, roads, highways, parks, parking places,

and other public areas, and general utility easements, dedicated to or acquired by the City. The term does not include easements obtained by private entities providing utilities services or private easements in platted subdivisions or tracts.

**“Sales Consumer”** shall mean, without limitation, any Entity that purchases natural gas within the corporate City limits from Company for delivery to such Consumer within the City through the Company’s Distribution System or Distribution Facilities.

**“Settlement Prices”** shall mean the settlement prices for natural gas futures contracts traded on the New York Mercantile Exchange (NYMEX) on the fifteenth day of each month as published in nationally recognized publications such as the CME Group (CME) or S&P Global Platts (Platts) on the following business day (or the next day in which a Settlement Price is published).

**“Transport Gas”** shall mean all natural gas transported by Company pursuant to a Kansas Corporation Commission approved transportation tariff, arrangement, or by other agreement, but not sold by the Company, through Company’s Distribution Facilities to any Transportation Consumer.

**“Transportation Consumer”** shall mean without limitation, any Entity that transports Transport Gas pursuant to a Kansas Corporation Commission approved transportation tariff, arrangement, or by other agreement, within the City’s municipal corporate limits through Company’s Distribution Facilities for consumption within the City’s corporate limits.

**“Volumetric Rate”** is the rate applicable to each Mcf of Transport Gas distributed to Transportation Consumers. The Volumetric Rate shall be based on a twelve month average of Settlement Prices as calculated from July through June. Initially, the Settlement Price shall mean \$0.2345 per MCF for Transport Gas distributed to Transportation Consumers within the City as represented in “Attachment A,” which is incorporated herein and attached hereto. There shall be an annual recalculation of the Volumetric Rate which shall be effective each January 1. The recalculation shall be based on Settlement Prices for the previous twelve-month period. The average Settlement Prices for each of the twelve months shall be summed and divided by twelve and multiplied by five percent (5%) to obtain the Volumetric Rate to be effective January 1 of the next succeeding year. The Company shall calculate the Volumetric Rates in accordance with the procedures set out herein and then filed with the City Clerk by July 31 of each year for those rates to be effective on January 1 of the following year.

## **SECTION 2. GRANT OF NON-EXCLUSIVE FRANCHISE.**

A. In consideration of the benefits to be derived by the City and its inhabitants, there is hereby granted to the Company (said Company operating a Distribution System in the State of Kansas), a non-exclusive Franchise for a period of fifteen (15) years from the Effective Date, to construct, maintain, extend and operate its Distribution Facilities along, across, upon or under any Public Way; for the purpose of selling and distributing natural gas for all purposes to the City, and its inhabitants, and through said City and beyond the thereof; to obtain said natural gas, and/or

comparable blends of combustible gasses, from any source available; and to do all things necessary or proper to carry on said business.

B. The grant of this Franchise by the City shall not convey title, equitable or legal, in a Public Way and shall give only the right to occupy the Public Way for the purposes and for the period stated in this Franchise Ordinance. This Franchise Ordinance does not:

- (1) Grant the right to use facilities or any other property, natural gas-related or otherwise, owned or controlled by the City or a third party without the consent of such party;
- (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of a Public Way;
- (3) Excuse the Company from obtaining appropriate access or attachment agreements before locating its Facilities on property owned or controlled by the City (other than a Public Way) or a third party; or
- (4) Unless explicitly set forth herein, excuse the Company from obtaining and being responsible for any necessary permit, license, certification, grant, registration, or any other authorization required by any appropriate governmental entity, including, but not limited to, the City or the Kansas Corporation Commission.

### **SECTION 3. FRANCHISE FEE.**

A. As further consideration for the granting of this Franchise, and in lieu of city occupation, license or permit fees, or revenue taxes, except as expressly provided herein, the Company shall pay to the City during the term of this Franchise, a Franchise Fee of: (i) five percent (5%) of the actual Gross Cash Receipts collected by the Company from the Distribution of natural gas to all Sales Consumers within the corporate limits of the City; and (ii) a sum equal to the Volumetric Rate multiplied by the number of MCF of Transport Gas for the distribution of Transport Gas for Transportation Consumers, all such payments to be made monthly for the preceding monthly period.

B. The Company's obligation for payments of the Franchise Fee shall commence with the first cycle of the monthly billing cycle following the Effective Date of this Franchise Ordinance. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance No. 2221 Section 4, and amendments thereto.

C. In the event a Consumer of Company does not pay a monthly bill from Company in full, Company shall prorate its payments of remissions to the City for sums due on that particular bill so that the amount actually paid by the Consumer to Company on the bill is distributed to Company and to the City for sums due on the bill in proportion to the percentage of the total bill actually paid by the Consumer. In the event Company actually collects any outstanding amounts due on a past due, unpaid, or partially paid monthly customer bill, the Company shall pay City its proportionate share of sums due to the City on such bill.

D. Upon written request by the City (but no more than once per quarter), the Company shall submit to the City a certified statement showing the manner in which the Franchise Fee was calculated. The City shall have the right to examine within the corporate limits of the City and during regular business hours, upon reasonable advance written notice to the Company, all books, papers and records kept by the Company in the ordinary course of business and pertaining to its business carried on by it in or through the City, necessary to verify the correctness of the Franchise Fee paid by Company.

E. No acceptance by the City of any Franchise Fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any Franchise Fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.

F. The Franchise Fee required herein shall be in lieu of all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001, K.S.A. 17-1902, and amendments thereto. From and after the date hereof, the permit fees required of the Company by any ordinance (presently in effect or hereafter adopted) for a permit to excavate in, or adjacent to, any Public Way shall be deemed a part of the compensation paid pursuant to this Franchise Ordinance and shall not be separately assessed or collected by the City; in no event, however, shall this provision be interpreted to waive the requirement of notice to the City and the procedural requirements of such ordinance. The Franchise Fee is compensation for use of the Public Way.

#### **SECTION 4. USE OF PUBLIC RIGHT-OF-WAY.**

A. Except as provided herein or as regulated by state or federal law, the use of any Public Way under this Franchise by the Company shall be subject to all laws, statutes, regulations and/or city policies (including, but not limited to those relating to the construction and use of the Public Way or other public property) now or hereafter adopted or promulgated. Unless specifically provided herein, the Company shall be subject to all rules, regulations and policies now or hereafter adopted or promulgated by the City relating to permits, sidewalk and pavement cuts, utility location, construction coordination, and other requirements on the use of a Public Way; provided however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation, or policy proposed, adopted, or promulgated by the City and, further provided other than the items enumerated in this Section 4 herein, that such rules, regulations or policies shall not require the payment of additional fees or additional costs for the use of a Public Way.

B. All mains, services, and pipe which shall be laid or installed under this Franchise shall be so located and laid as not to obstruct or interfere with any water pipes, drains, sewers, or other structures already installed. The Company shall provide, prior to commencing work, information to the City concerning work to be performed in the streets, avenues, bridges, parking areas, and public places of the City, as the City may from time to time require for purposes of record keeping. The City may require that the information be provided on its standard permit form, but without requiring approval, consent, or fees. In the event of an emergency, the Company

shall have the right to commence work without having first provided such information or form(s), but shall be required to as soon as commercially reasonable provide such information to the City.

C. The Company's use of any Public Way shall always be subject and subordinate to the City's use of the Public Way for any public purpose. The City may exercise its home rule powers in its administration and regulation related to the management of the Public Way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory, nor in conflict with state or federal law.

D. The City reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines, and other utility facilities, and to do or permit to be done any underground work deemed necessary and proper by the City, along, across, over, or under any Public Way. In permitting such work to be done, the City shall not be liable to the Company for any damage to the Company's Facilities unless the City or its agents or contractors are negligent in causing said damage.

E. Whenever by reason of establishing a grade or changing in the grade of any street, or the location or manner of construction of any Public Way, the City deems it necessary to alter, change, adapt, or conform any portion of the Company's Facilities located in the Public Way, the City shall, upon determining final construction plans, provide reasonable notice and such alterations or changes shall be made within a reasonable time by the Company, as requested in writing by the City (not to exceed 180 days or the construction plans' timeline, whichever is greater), without claim for reimbursement or compensation for damages against the City; provided, however, that this provision is not intended to require the Company to alter, change, adapt, or conform any portion of its Facilities without reimbursement or compensation where the right to locate the same, whether by private right-of-way grant, utility easement, or otherwise, was acquired prior to the designation of the location as a Public Way.

F. If the City shall require the Company to adapt or conform its Facilities or in any way to alter, relocate, or change its property to enable any other person, firm, corporation, or Entity (whether public or private), other than the City, to use the Public Way, the Company shall be reimbursed by the person, firm, corporation, or Entity desiring or occasioning such change for any and all loss, cost, or expense occasioned thereby. Notwithstanding the foregoing, City shall not be required to collect or make demand on such person, firm, corporation, or Entity on Company's behalf. "Person," "Firm," "Corporation," and "Entity" as used in this paragraph shall not include regular departments of the City, or any trust or authority formed by or for the benefit of the City for public utility purposes, but shall include any other agency or authority of the City, whether acting in a governmental or non-governmental capacity, including, but not limited to, any urban renewal authority, or any other agency or authority, which as a part of its program clears whole tracts of land within the municipal corporate limits and relocates citizens for the purpose of urban development or similar aims.

G. The Company and the City shall participate in the Kansas One-Call utility location program. The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the location of its Facilities located within a Public Way when requested by the City. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees,

agents or authorized contractors. The Company shall designate and maintain an agent familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in a Public Way during, and for the design, of Public Improvements. Such designation shall be in writing, and kept current through written notice to the City in the event that the specific agent or contact information for the agent changes. Failure by the Company to designate an agent as described in this paragraph shall not be a breach of this Franchise.

H. The Company shall be subject to the following fees and costs in connection with its use and occupancy of any Public Way: (i) in the event that the repairs or replacements set forth under Section 5 below, have not been timely completed by Company, the City may charge an excavation fee for each street or pavement cut to recover the costs associated with construction and repair activity; (ii) inspection fees to recover all reasonable costs associated with City inspection of the work of the Company in the Public Way when the Facilities are of such a scope and magnitude so as to require the City to incur such inspection costs by an outside party; and (iii) the repair and restoration costs associated with repairing and restoring the Public Way because of damage caused by the Company, its assigns, contractors, and/or subcontractors in the Public Way.

## **SECTION 5. NOTICE OF WORK AND DUTY TO REPAIR.**

A. Prior to commencing any activities related to the construction, maintenance, or extension of its Facilities along, across, upon or under the Public Way, the Company shall submit to the City written plans detailing all such activities in the manner required by the City by Ordinance. In the event of an emergency, Company shall have the right to commence work without providing such plans, provided such plans are submitted within five business days of commencement of the work. The Company's Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such Public Ways or unreasonably obstruct the legal use by other utilities.

B. Prior to beginning work, the Company will inspect existing pavement and landscaping within and/or adjacent to the work area and will report any existing damage or concerns. All earth, landscaping, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Public Way that are damaged, displaced, or removed by the Company shall be fully repaired or replaced to their prior condition or to existing municipal standards as are then in existence, including but not limited to the Manual of Infrastructure Standards as posted and maintained by the Public Works Department, and in a manner satisfactory to the duly authorized representative of the City, after completing such activity as is permitted under this Franchise Ordinance and without cost to the City, and shall be so repaired or replaced within a commercially reasonable timeframe.

C. The Public Works Director of the City, exercising reasonable judgment, may determine a repair or replacement is necessary to remedy an urgent public safety matter. Upon such a determination, the Public Works Director may direct Franchisee to commence such repair or replacement. Franchisee shall have within 24 hours from being notified of the need for such repair or replacement to remedy the public safety concern, including but not limited to, installation of temporary safety baracades, repairs, or replacements. If Franchisee fails to begin remediating an urgent public safety matter after receiving 24 hours notice from the Public Works Director, the City may make such repair or replacement and bill Franchisee for the reasonable cost of such.

Notwithstanding, the City and Franchisee may, by mutual agreement, agree to different remediation timelines and actions as the situation so requires.

## **SECTION 6. INDEMNITY AND HOLD HARMLESS.**

A. It shall be the responsibility of Company to take reasonable and proper precautions to protect and defend its Distribution Facilities in the Public Way from harm or damage. If Company fails to accurately or timely locate Distribution Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 *et seq.*, it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage by its negligence or intentional conduct. The City, its officers, employees and its authorized contractors, or subcontractors shall be responsible to take reasonable precautionary measures, including but not limited to, calling for utility locations and observing marker posts when working near Company's Distribution Facilities.

B. Company shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of Company, any agent, officer, director, representative, employee, affiliate or subcontractor of Company, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the public Right of Way.

C. The indemnity provided by this section does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors or subcontractors. If Company and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Company and does not create or grant any rights, contractual or otherwise, to any other person or entity.

D. Company or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the public Right-of-Way.

## **SECTION 7. RULES AND REGULATIONS.**

The Company shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its Facilities, the sale of its gas, and the prudent conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Kansas, with the orders, rules, or regulations of the Kansas Corporation Commission or other regulatory authority having jurisdiction, nor with the ordinances

and regulations of the City insofar as they are consistent with the jurisdiction of the Kansas Corporation Commission or such other regulatory authority.

## **SECTION 8. INSURANCE REQUIREMENTS AND PERFORMANCE BOND.**

A. During the term of this Ordinance, the Company shall maintain insurance coverage at its sole expense with financially reputable insurers. The Company shall provide not less than the following insurance:

- (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
- (2) Commercial general liability, including coverage for contractual liability and products completed operations liability with a limit of Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from the Company's operations under this Franchise Ordinance, provided that such additional insured coverage shall be on a primary and non-contributory basis with respect to the City's own coverage and, notwithstanding the general limits described above and elsewhere, provide limits to the City of no more (and no less) than One Million Dollars (\$1,000,000) per occurrence.

B. As an alternative to the above insurance requirements, if self-insurance is allowed by state law for one or more of the required coverages, Company may present certificate or permit of self-insurance issue by state to satisfy requirement(s).

C. The Franchisee shall, prior to the commencement of any work and prior to any renewal thereof, delivered to the City a performance bond in the amount of \$5,000 or the value of the restoration, whichever is greater, for a term consistent with the term of the permit plus two (2) additional years, and payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Distribution Facilities located in the Right-of-Way. The required performance bond must be with good and sufficient sureties, issued by a surety authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance. Alternatively, if the Franchisee anticipates that it will be engaged in the construction and/or maintenance of its Facilities in the Right-of-Way multiple times during the course of a year,

the Franchisee may choose to meet the bond requirements by providing a bond of \$50,000 annually.

## **SECTION 9. REVOCATION AND TERMINATION.**

In case of failure on the part of the Company to comply with any of the provisions of this Franchise Ordinance, or if the Company should do or cause to be done any act or thing prohibited by or in violation of the terms of this Franchise Ordinance, the Company may be subject to

forfeiture of all rights, privileges, and Franchise granted herein, and all such rights, privileges, and franchise hereunder be deemed ceased, terminated, null, and void, and this Franchise Ordinance shall be deemed revoked or terminated, provided that said revocation or termination shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Ordinance, it shall first serve a written notice upon Company, setting forth in detail the neglect or failure complained of, and the Company shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Franchise Ordinance. If at the end of such sixty (60) day period the City determines that the neglect or failure complained of has not been cured, the City shall take action to revoke and terminate this Franchise Ordinance by an affirmative vote of the governing body present at a public meeting and voting, setting out the grounds upon which this Franchise Ordinance is to be revoked and terminated; provided, to afford the Company due process, the Company shall first be provided reasonable notice of the date, time, and location of the governing body's consideration and shall have the right to address the governing body regarding such matter; and further provided, if the nature of the default is such that it cannot be reasonably cured within the above said sixty (60) day period, and the governing body believes the Company has in good faith timely commenced its cure and is diligently pursuing the completion of the same, the Company may, in the City's sole discretion, be given a reasonable additional period of time to complete its cure. Nothing herein shall prevent either party from invoking any other remedy that may otherwise exist at law. Upon any determination by the governing body to revoke and terminate this Franchise Ordinance, the Company shall have thirty (30) days to appeal such decision to the District Court where the City is located or in the District Court of Johnson County, Kansas. This Franchise Ordinance shall be deemed revoked and terminated at the end of this thirty (30) day period, unless the Company has instituted such an appeal. If the Company does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of the Company to comply with any of the provisions of this Franchise Ordinance or the doing or causing to be done by the Company of anything prohibited by or in violation of the terms of this Franchise Ordinance shall not be a ground for the revocation or termination thereof when such act or omission on the part of the Company is due to any cause or delay beyond the control of the Company or to bona fide legal proceedings.

## **SECTION 10. RESERVATION OF RIGHTS.**

A. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, applicable Federal laws or regulations as the same may be amended, its home rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

B. In adopting and passing this Ordinance, neither the City's nor the Company's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By the City's adopting and passing this Franchise Ordinance and the Company's acceptance hereof as provided in Section 11, neither the City nor the Company waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or the Company may have at law or equity, without limitation,

to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

## **SECTION 11. ACCEPTANCE OF TERMS.**

A. This Franchise Ordinance shall take effect and be in force from and after its passage, approval by the City, acceptance by the Company, and publication in the official City newspaper. The Company shall have sixty (60) days after the final passage and approval of this Franchise Ordinance to file with the City Clerk its written acceptance of the provisions, terms, and conditions of this Franchise Ordinance and when so accepted, this Franchise Ordinance and acceptance shall constitute a contract between the City and the Company and such contract shall be deemed effective on the date Company files its acceptance with the City.

B. This Franchise Ordinance, when accepted as provided above, (i) shall constitute the entire agreement between the City and the Company relating to this Franchise, and the same shall supersede and cancel any prior understandings, agreements, or representations regarding the subject matter hereof, or involved in negotiations pertaining thereto, whether oral or written, (ii) shall be binding upon the parties, including their successors and assigns, and (iii) shall not be amended or further obligations imposed without mutual consent of the parties hereto.

## **SECTION 12. REOPENER PROVISION.**

A. Upon written request of either the City or the Company, this Franchise may be reviewed once after five (5) years from the effective date of this Franchise Ordinance, and once every (5) five years thereafter, to review the Franchise Fee set forth in Section 3 above. Said request must be served upon the other party at least 120 days prior to the end of each period set forth above, and shall state specifically the amendment(s) to the Franchise Fee desired. The City and the Company shall negotiate in good faith in an effort to agree upon a mutually satisfactory amendment of the Franchise.

B. Upon written request of the Company, the Franchise shall be reopened and renegotiated at any time upon a change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of the Company, including, but not limited to, the scope of the grant to the Company or the compensation to be paid to the City.

C. The Franchise Fee percentage rate set forth in Section 3 shall in no event exceed the percentage rate hereafter approved to calculate any fee paid to the City by any Entity for use of the Public Ways, if such fee is based in any way on the amount of revenues or gross receipts from the sale, transportation and/or distribution of natural gas or electric energy (excluding any municipally-owned electric utility) by such other Entity to customers within the City. If at any time after the Effective Date of this Franchise Ordinance, the fee or rate required to be paid by another Entity selling, transporting, and/or distributing natural gas or electric energy (excluding any municipally-owned electric utility) is less than the Franchise Fee percentage rate set forth in Section 3, then this Franchise shall become automatically subject to reopen upon notice by the Company for purposes of negotiation of a new lower Franchise Fee percentage rate.

### **SECTION 13. NOTICE OF ANNEXATION.**

The City shall promptly notify the Company in writing (to include a map) of areas newly annexed into or deannexed from the corporate limits of the City, and the Company shall update its records for the purpose of payment of Franchise Fees as soon as reasonably practicable after receiving such notice. Notwithstanding anything to the contrary in this Franchise Ordinance, the Franchise Fees provided for in Section 3 shall not become effective within any area annexed by the City until the beginning of the monthly billing cycle which begins no more than sixty (60) days after the date that the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the City detailing the annexed area.

### **SECTION 14. RELEVANT LAW.**

This Franchise Ordinance is granted pursuant to the provisions of K.S.A. 12-2001 and amendments thereto. Any and all ordinances or parts of ordinances in conflict with the terms hereof are hereby repealed or considered as having no effect as of the first cycle of the monthly billing cycle as referenced in Section 3 of this Franchise Ordinance.

### **SECTION 15. TRANSFER AND ASSIGNMENT.**

Company shall not have the right to assign, sell, lease, or otherwise transfer in any manner whatsoever to any third party not affiliated with Company the rights and privileges granted under this Franchise Ordinance except as hereinafter provided. Any assignment, sale, lease, or other transfer by the Company of the Franchise granted herein to any third party not affiliated with Company shall be ineffective and void unless:

- (1) The proposed assignment, sale, lease, or transfer shall be in writing:
- (2) The prospective assignee, buyer, lessee, or other transferee shall agree in writing to accept and become responsible for full performance of all conditions, covenants, obligations, and liabilities contained in this Franchise Ordinance; and
- (3) Such writing shall be submitted to the City Clerk of the City.

### **SECTION 16. POINT OF CONTACT AND NOTICES.**

The Company shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Company in the event of an emergency. Company shall provide the City with said local contact's name, address, telephone number, fax number, and e-mail address. Emergency notice by either party to the other may be made by telephone to the City's designee as listed below. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail (return receipt requested), or via the email addresses provided below. Any notice served by U.S. Mail or Certified Mail (return receipt requested) shall be deemed delivered upon actual receipt unless otherwise provided. Other than emergencies, notices to the parties shall be to the following:

**The City:**

The City of Prairie Village  
Attn: City Clerk  
7700 Mission Road  
Prairie Village, Kansas 66208

Phone: (913)381-6464  
Fax: (913)381-7755  
Email: info@pckansas.com

**Company:**

Kansas Gas Service, a Div. of ONE Gas,  
Inc.  
Attn: Legal Department  
7421 W. 129<sup>th</sup> Street  
Overland Park, KS 66213-2713

Phone: (913) 319-8619  
Fax: N/A  
Email: kgsfranchises@onegas.com

**Emergency Contact Information:**

Emergency Designee: Public Works Department  
Emergency Contact No.: (913)385-4647

Natural Gas Emergency No: 888-492-4950  
Emergency email:  
KGSDispatchOverlandPark@onegas.com

(or to replacement addresses that may be later designated in writing).

**SECTION 17. AGREEMENT TO RENEGOTIATE.**

Should the Kansas Corporation Commission take any action with respect to this Franchise Ordinance and any amendment thereto which precludes Company from recovering from its customers any costs or fees provided for hereunder, the parties hereto shall renegotiate this Franchise Ordinance in accordance with or to conform to the Commission’s ruling.

PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF PRAIRIE VILLAGE, KANSAS

\_\_\_\_\_  
Eric Mikkelson, Mayor

ATTEST:

\_\_\_\_\_  
Adam Geffert, City Clerk

APPROVED AS TO FROM:

\_\_\_\_\_  
Alex Aggen, City Attorney

**Volumetric Rate Calculation Form**  
**For the Transportation of Natural Gas in Pipelines Located in the City**  
**Based on the NYMEX settlement prices for the dates shown, published the following business day**

Source: Wall Street Journal, or DTN, or Gas Daily

	1	2	3	4	5	6	7	8	9	10	11	12
Year	2022	2022	2022	2022	2022	2022	2023	2023	2023	2023	2023	2023
Month-Day	Jul-15	Aug-15	Sep-15	Oct-17	Nov-15	Dec-15	Jan-17	Feb-15	Mar-15	Apr-17	May-15	Jun-15
Aug - 2022	7.016											
Sep - 2022	6.926	8.728										
Oct - 2022	6.917	8.712	8.324									
Nov - 2022	6.997	8.788	8.372	5.999								
Dec - 2022	7.096	8.903	8.522	6.479	6.034							
Jan - 2023	7.184	8.963	8.620	6.714	6.395	6.970						
Feb - 2023	6.881	8.497	8.319	6.508	6.143	6.589	3.586					
Mar - 2023	5.961	7.108	7.280	5.913	5.457	5.820	3.253	2.471				
Apr - 2023	4.825	5.394	5.791	5.014	4.765	5.279	3.218	2.555	2.439			
May - 2023	4.697	5.220	5.648	4.948	4.750	5.244	3.283	2.709	2.546	2.275		
Jun - 2023	4.748	5.268	5.698	5.023	4.833	5.339	3.421	2.896	2.759	2.444	2.375	
Jul - 2023	4.800	5.318	5.751	5.103	4.924	5.428	3.551	3.067	2.958	2.652	2.542	2.533
Aug - 2023		5.329	5.762	5.115	4.933	5.414	3.584	3.114	2.997	2.717	2.624	2.609
Sep - 2023			5.743	5.084	4.870	5.337	3.528	3.080	2.964	2.688	2.620	2.606
Oct - 2023				5.158	4.918	5.389	3.597	3.152	3.043	2.778	2.721	2.719
Nov - 2023					5.229	5.590	3.995	3.568	3.370	3.167	3.157	3.131
Dec - 2023						5.921	4.423	3.933	3.764	3.619	3.654	3.569
Jan - 2024							4.670	4.162	3.957	3.862	3.922	3.822
Feb - 2024								4.033	3.841	3.765	3.843	3.746
Mar - 2024									3.514	3.447	3.511	3.477
Apr - 2024										3.155	3.148	3.157
May - 2024											3.129	3.139
Jun - 2024												3.238

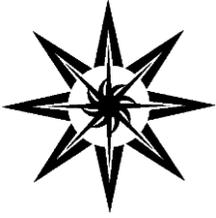
Avg Settlement Price	6.171	7.186	6.986	5.588	5.271	5.693	3.676	3.228	3.179	3.047	3.104	3.146
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July 2022 through June 2023 settlement price average	4.690
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X Bundled Franchise Fee Rate	5.0%
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=Volumetric Rate/MCF for 2023	0.2345
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Note: If the 15th of the month falls on a weekend or holiday, then use the settlement price on next business day.



## HUMAN RESOURCES

Council Meeting Date: November 4, 2024

**COU2024-56**      Consider adoption of Resolution 2024-05, establishing 2025 employee compensation ranges

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### RECOMMENDATION

Staff is recommending the City Council move to adopt Resolution 2024-05, establishing the 2025 compensation ranges, including a 1.5% increase, as recommended by city staff.

### BACKGROUND

The City annually adopts a resolution adjusting salary ranges for all positions within the City. Each year, the City contacts a compensation and benefits consultant to provide market data both nationally and in the Kansas/Missouri region. When developing the 2025 budget, administration utilized a 1.5% range adjustment to maintain the City's competitiveness with the labor market, protect our ability to compete for talented employees, and maintain ranges adequately to minimize increases/adjustments to the compensation study that was completed in 2022.

The Public Safety Police Officer and Corporal ranges were approved mid-year 2024 to move police officers through their salary range in ten years. These changes were a part of the overall 2025 budget discussions and the ranges are reflected in the attached Resolution.

### 2025 SALARY RANGE PROJECTION

The previous compensation consultant, McGrath Consulting, was contacted to obtain the outlook of the external markets. They indicated the 1.5% adjustment may be low if the City wants to stay in the higher percentile as previously approved by the City Council.

Based on our experience since 2022, staff is generally comfortable with a 1.5% range adjustment, however the City will want to continue to monitor salary trends in the market to mitigate falling behind.

### ATTACHMENTS

Resolution 2024-05

Prepared by:  
Cindy K Volanti  
Human Resources Manager  
Date: October 24, 2024

**RESOLUTION NO. 2024-05**

**WHEREAS**, the Governing Body of the City of Prairie Village is authorized to establish salary ranges for city positions; and

**WHEREAS**, the City completed a compensation study in 2022 and committed to completing a study every three to five years to ensure the City continues to provide adequate compensation and benefits for all employees; and

**WHEREAS**, it is the desire of the Governing Body that these salary ranges be reviewed and adjusted annually, as needed, to ensure appropriate funds are budgeted and the salary ranges remain competitive;

**NOW, THEREFORE**, be it resolved the Governing Body of the City of Prairie Village, Kansas, hereby adopts the following compensation ranges for 2025:

The elected officers, appointive officers and employees of the city shall be compensated within the salary ranges provided in this section. The amount of compensation shall be fixed by the Governing Body in accordance with personnel procedures as adopted by the Governing Body from time to time, provided, however, that the salaries and compensation during calendar year 2025 shall be within and determined by the following ranges:

	<b>2024</b>	<b>2024</b>		<b>2025</b>	<b>2025</b>
<b>ADMINISTRATIVE SUPPORT</b>	<b>Minimum</b>	<b>Maximum</b>		<b>Minimum</b>	<b>Maximum</b>
Customer Service Representative	38,572	52,072		39,150	52,853
Accounting Specialist	44,990	60,736		45,665	61,647
Administrative Support Specialist I	44,990	60,736		45,665	61,647
Code Support Specialist I	44,990	60,736		45,665	61,647
Court Clerk I	44,990	60,736		45,665	61,647
Administrative Support Specialist II	48,589	65,595		49,318	66,579
Code Enforcement Officer	48,589	65,595		49,318	66,579
Code Support Specialist II	48,589	65,595		49,318	66,579
Court Clerk II	48,589	65,595		49,318	66,579
Code Enforcement Officer II				53,263	71,906
Deputy Court Clerk	52,476	70,843		53,263	71,906
Building Inspector	57,724	77,927		58,590	79,096
Multidisciplinary Code Official I				58,590	79,096
Information Systems Specialist	63,496	85,720		64,449	87,006
Accountant	71,116	96,006		72,183	97,446
Public Information Officer	71,116	96,006		72,183	97,446
Sr Building Inspector	78,227	105,607		79,401	107,191
City Clerk	100,334	135,452		101,840	137,483
Court Administrator	100,334	135,452		101,840	137,483
IT Systems Administrator	100,334	135,452		101,840	137,483
Building Official	108,361	146,288		109,987	148,482
Human Resources Manager	135,928	183,503		137,967	186,256
Information Technology Mgr	135,928	183,503		137,967	186,256
Finance Director	142,725	192,678		144,866	195,569
Assistant City Administrator	149,861	202,312		152,109	205,347
Deputy City Administrator	157,354	212,428		159,714	215,614
City Administrator	193,545	261,286		196,449	265,206

	2024	2024		2025	2025
<b>PUBLIC WORKS</b>	<b>Minimum</b>	<b>Maximum</b>		<b>Minimum</b>	<b>Maximum</b>
Maintenance Worker I	41,657	56,237		42,282	57,081
Maintenance Worker II	48,589	65,595		49,318	66,579
Mechanic I	48,589	65,595		49,318	66,579
Maintenance Worker III	52,476	70,843		53,263	71,906
Mechanic II	52,476	70,843		53,263	71,906
Construction Right of Way Inspector	57,724	77,927		58,590	79,096
Crew Leader	57,724	77,927		58,590	79,096
Urban Forestry Specialist	57,724	77,927		58,590	79,096
Project Inspector	63,496	85,720		64,449	87,006
Assistant to PW Director	71,116	96,006		72,183	97,446
Assistant Field Superintendent	71,116	96,006		72,183	97,446
Project Manager	91,213	123,138		92,581	124,985
Field Superintendent	100,334	135,452		101,840	137,483
Senior Project Manager	108,361	146,288		109,987	148,482
City Engineer	121,365	163,842		123,185	166,300
Public Works Director	157,354	212,428		159,714	215,614
<b>PUBLIC SAFETY</b>					
Police Records Specialist	44,990	60,736		45,665	61,647
Community Support Officer	44,990	60,736		45,665	61,647
Evidence & Property Specialist	48,589	65,595		49,318	66,579
Dispatcher I	48,589	65,595		49,318	66,579
Police Administrative Specialist	52,476	70,843		53,263	71,906
Dispatcher II	57,724	77,927		58,590	79,096
Police Officer	62,000	90,000		65,000	92,000
Communications/Dispatch Supervisor	78,227	105,607		79,401	107,191
Police Corporal	71,116	96,006		92,500	100,000
Police Sergeant	86,050	116,168		95,000	117,910
Police Captain	108,361	146,288		109,986	148,482
Deputy Police Chief	142,725	192,678		144,866	195,568
Police Chief	157,354	212,428		159,714	215,614
<b>SEASONAL/PART-TIME</b>					
Special Event Coordinator	27,752	37,465		28,168	38,027
PD Crime Analyst	30,527	41,211		30,985	41,830
Concession Stand Worker	13.00	17.75		13.00	17.75
Lifeguard	15.00	20.25		15.25	20.50
Assistant Coaches	15.00	20.25		15.25	20.50
Head Swim/Dive Coaches	3,000	6,500		3,000	6,500
Assistant Pool Manager	17.75	24.00		18.00	24.00
Aquatics Supervisor	36,441	49,196		36,988	49,934

Employee/Consultant

A person may be compensated in a category defined as "independent contractor consultant". The rate of pay and other terms of employment for an individual in this category will be established and approved by the City Council.

Part-time Appointed Officials

Part-time appointed officials shall be compensated as follows in 2025:

	<u>Minimum</u>	<u>Maximum</u>
Treasurer (monthly)	600	700

**Adopted this 4<sup>th</sup> Day of November 2024.**

\_\_\_\_\_  
Eric Mikkleson, Mayor

ATTEST:

\_\_\_\_\_  
Adam Geffert, City Clerk



## PUBLIC WORKS DEPARTMENT

Committee of the Whole Meeting Date: November 4, 2024

### **DISCUSS PURCHASE OF 7820 MISSION ROAD PROPERTY AND MUNICIPAL COMPLEX IMPROVEMENT OPTIONS**

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#### **BACKGROUND**

The City of Prairie Village entered into a contract to purchase the property at 7820 Mission Road (Mission Road Bible Church) at the August 19, 2024, Council Meeting (COU2024-44). Staff was directed by the Governing Body to perform a feasibility study of the building to consider its condition, what updates or modifications would be required, and whether it could be used by the City.

#### **SCHEDULE FOR DISCUSSIONS**

It is anticipated that the presentation and discussion will happen over three council meetings.

Nov 4 Council Committee of the Whole

Facility Assessment, Asbestos Report, and Cost/Options for uses at 7820 Mission Road

Nov 18 Council Committee of the Whole

Questions about the Nov 4 presentation and any follow up needed

Direction regarding purchase and construction options

Dec 2 Council

Formalize decision made at Nov 18 CCOW

#### **EASEMENTS**

Staff has reviewed the easements on the property. There is an easement for the Fire Department driveway that remains in effect upon a sale of the property. The driveway is stipulated as being available for use by both entities (Fire District #2 (FD2) and owner of 7820 Mission Road). The easement clarifies that FD2 is responsible for all maintenance on the driveway.

One other notable easement is for a Johnson County Wastewater main running north south on the project just west of the existing building.

#### **ASBESTOS INVESTIGATION**

An asbestos investigation was performed, and asbestos was found in locations throughout the building. This is not a surprise given the age of the building and the construction materials used during that time. The team investigating estimates asbestos abatement at a cost of approximately \$135,000. For purposes of estimating, Staff has used \$150,000.

#### **OPTIONS FOR CITY PROGRAMMING/FACILITY NEEDS**

There are essentially three options for looking at City programming on this site: Do Nothing, City Hall on the site or PD on the site. Floor plan layouts and site plans were developed by the architects for the design team to estimate costs and determine functionality of the renovated spaces.

These options were then evaluated through the lens of

- estimated cost
- life of project: 75 for new construction and 40 for renovation
- return on investment: annual cost over the life of the project
- programming: function of the layout of offices and public spaces in the building
- land use: functionality of the site based on use of the space
- sustainability: is there an ability to obtain certification or is that ability limited

- disruption to residents and services: can the proposed option be constructed with limited disruption to the services provided by all three entities of Administration, Police Department, and Court

Evaluating the options in this manner assists in weighing all options with the same scale and in showing which options should not be pursued.

**OPTIONS AND ASSOCIATED COSTS**

**1) NO BUILD AT 7820 MISSION**

This option investigated leaving all programming/buildings at current site whether or not a purchase is made of 7820 Mission.

- 1A     \$0                     Do not purchase property
- 1B     \$6M                    Purchase cost and turn 7820 into green space

This option is coupled with the currently approved project for Municipal Complex Improvements currently estimated with escalation at \$31M including:

- \$4M                     PD
- \$8M                     Court
- \$19M                   City Hall

**2) CITY HALL RELOCATED TO 7820 MISSION**

This option investigated relocating City Hall functions (including Council Chambers) to 7820 Mission while PD remains at 7710 Mission and 7700 Mission is rebuilt/renovated for Court.

- 2A     \$31M-\$35M     New construction of City Hall at 7820 Mission site
- 2B     \$32M-\$38M     Renovation to existing structure for City Hall at 7820 site

Option 2 estimated costs include:

- \$4.5M                to purchase property
- \$4M                    renovate PD
- \$4M-\$8M            renovate/new build Court

**3) POLICE DEPARTMENT RELOCATED TO 7820 MISSION**

This option started with renovation and new construction for relocating PD to 7820 Mission. However, analysis of both renovation and new construction showed that the parking in front of the building is not sufficient to support Court programming. Programming Court and PD together has been shown to be the preferred option; however, given that parking is not available for Court attendees, the programming was moved back to the current City Hall site. For this option, City Hall staff would be relocated into the existing PD building at 7710 Mission and 7700 Mission is renovated for Court with Chambers remaining in its existing location. This allows for Chambers to continue its dual use for Council and Courtroom.

- 3A     \$38M                    New construction of PD at 7820 site
- 3B     \$41M                    Renovation to existing structure for PD at 7820 site

Option 3 estimated costs include:

- \$4.5M                to purchase property
- \$5M                    renovate 7710 Mission to relocate City Hall
- \$4M                    renovate the Chambers and relocate Court to 7700 Mission

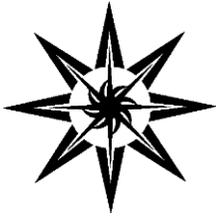
**RECOMMENDATION**

Staff recommends moving forward with Option 2A: Purchase of property, relocating City Hall to the 7820 site, renovations for PD to expand their space within the MPR and renovations to PD basement, and placing Court in the existing City Hall building utilizing Chambers for the Courtroom. This option is recommended as it has minimal or no impact to the budget set for the currently approved Municipal Improvement Project which is within the City’s borrowing capacity.

**PREPARED BY**

Melissa Prenger, City Engineer

October 30, 2024



## POLICE DEPARTMENT

Committee of the Whole Meeting Date: November 4, 2024

### **Consider contract with Axon for police in-car and body-worn cameras, Tasers, VR training system, and associated software**

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#### **RECOMMENDATION**

Staff recommends the approval of a ten-year contract with Axon for the purchase of products from the Axon ecosystem. This includes in-car and body-worn cameras, Tasers, VR training systems, and other software systems that are part of the Axon ecosystem.

#### **BACKGROUND**

The Police Department's current in-car and body-worn camera systems have reached end of life and need to be replaced. The Department solicited quotes from multiple vendors and identified Axon as the preferred vendor for the replacement of the current system. During the search, Axon presented a proposal that includes the cameras, Tasers, VR training system, unlimited storage, and a host of software packages that allow one interconnected configuration.

The Department has a strategic plan that includes a goal of utilizing technology to increase officer safety and wellness, improve and expedite the clearance of cases, improve oversight and transparency, and engage the community. The purchase of the Axon officer safety bundle will help the Department move towards that goal, and over the ten-year contract provide a cost savings by purchasing the products at current prices and avoiding escalating costs due to inflation.

The purchase price of the bundle is \$3,622,077.00 paid in equal installments of \$362,207.70 per year for ten years. The 2025 budget includes \$388,042.00 for the purchase of in-car and body-worn camera systems. The 2025 payment would be covered by this budgeted amount. We have been budgeting \$150,000 per year in equipment reserve and the City of Mission Hills will pay for their portion of hardware directly in the amount of \$28,779.72 per year. This means that we will need to budget for an increase of \$183,427.98 in the 2026 budget and beyond.

This purchase includes new hardware at regular intervals throughout the contract. The hardware will be the most up to date equipment that is available. In-car video systems will be refreshed three times, body-worn cameras will be refreshed five times, Taser devices will be refreshed 2 times, and the virtual reality hardware will be refreshed four times. The contract includes all future updates to purchased software, and an ongoing warranty for all of the hardware.

The City Attorney has reviewed and approved the contract.

#### **ATTACHMENTS**

Proposed contract with Axon and supporting documents

**PREPARED BY**

Major Eric McCullough  
Deputy Chief of Police  
October 30, 2024

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

## 1. **Definitions.**

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

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

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by 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 for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

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

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

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

## 7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

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Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal

Version: 22

Release Date: 8/2/2024

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

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upon notice to the Customer.

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

Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

**18. General.**

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



# Master Services and Purchasing Agreement for Customer

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

**AXON:**

Axon Enterprise, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER:**

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## Axon Cloud Services Terms of Use Appendix

### 1. Definitions.

- a. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
  - b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
  - c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
  - d. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
  - e. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

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

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

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

10. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

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

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

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

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

13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

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- b. 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.
- c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer 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 Customer.
- d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. 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;
  - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;
  - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - g. 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
  - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
17. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
18. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
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## Master Services and Purchasing Agreement for Customer

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19. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

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**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 Customer 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, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
  - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1<sup>1</sup>. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer 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 Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer 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 Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer 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 Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
  - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer 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, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

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<sup>1</sup> 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.



## Master Services and Purchasing Agreement for Customer

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

**Professional Services Appendix**

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

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

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

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

<p><b>System set up and configuration (Remote Support)</b></p>



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

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

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

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

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

<p><b>Archival of CEW Firing Logs</b> Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW</p>
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# Master Services and Purchasing Agreement for Customer

Smart Weapons that Customer is replacing with newer Smart Weapon models.

**Return of Old Weapons**

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

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

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

**System set up and configuration (Remote Support)**

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

**Axon instructor training (Train the Trainer)**

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

**Classroom and practical training sessions**

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

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

**System set up and configuration (Remote Support)**

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

**Axon instructor training (Train the Trainer)**

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

**Classroom and practical training sessions**

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

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

10. **Signal Sidearm Installation Service.**

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

- 11. **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.

- 12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon



personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



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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 one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Customer 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 Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer 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 Customer 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 Customer 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 Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered 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 thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (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. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



TASER Device Appendix

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

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer’s warranty plus the four- (4-) year extended term.
4. Trade-in. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Table with 2 columns: Customer Size, Days to Return from Start Date of TASER 10 Subscription. Rows include: Less than 100 officers (60 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 5. TASER Device Subscription Term. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. Access Rights. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. Customer Warranty. If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. Purchase Order. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. Apollo Grant (US only). If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. Termination. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer’s TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of



termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



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**Axon Auto-Tagging Appendix**

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

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



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**Axon Fleet Appendix**

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

1. Customer Responsibilities.
  - 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
  - 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint**. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.
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 Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
  - 4.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
  - 4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
  - 4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
  - 5.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
  - 5.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



## Master Services and Purchasing Agreement for Customer

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6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
  - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer 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. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
  - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
8. **Axon Fleet Termination.** Axon may terminate Customer'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. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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**Axon Respond Appendix**

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

1. **Axon Respond Subscription Term.** If Customer 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 Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is 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 Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. **With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.**
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



**Add-on Services Appendix**

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
  - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
  - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.



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**Axon Auto-Transcribe Appendix**

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

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



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**Axon Virtual Reality Content Terms of Use Appendix**

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

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

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**Axon Evidence Local Software Appendix**

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

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



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## Axon Application Programming Interface Appendix

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

### 1. **Definitions.**

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

### 2. **Purpose and License.**

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

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

### 4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

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

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



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



## Advanced User Management Appendix

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

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



FUSUS APPENDIX

- 1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon’s Evidence.com may not be accessible or transferable to the FUSUS cloud services.
- 2. **Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
<b>Total Number of Managed End Points</b>	150	150	500	1500	4500
<b>Max Number of Video Streams Connected</b>	0	150	500	1500	4500
<b>Indefinite Cloud Storage</b>		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

- 3. **Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service (“Third-Party Components”) are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
- 4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer’s use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer’s organization without the Customer’s expressed written consent.



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**Axon Channel Services Appendix**

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

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



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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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VIEVU Data Migration Appendix

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

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

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### Axon Technical Account Manager Appendix

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

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

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

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

**Ongoing System Set-up and Configuration**

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

**Account Maintenance**

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

**Data Analysis**

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

**Direct Support**

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices  
Proactively monitoring the health of **Axon equipment**  
Creating and monitoring RMAs **on-site**  
Providing Axon app support  
Monitoring and testing new firmware and workflows before they are released to Customer's production environment

**Customer Advocacy**

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

3. **Regional TAM Scope of Services**

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

**Account Maintenance**

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

**Direct Support**

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

**Data Analysis**

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

**Customer Advocacy**

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

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



Axon Investigate Appendix

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

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

## My90 Terms of Use Appendix

### Definitions.

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

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5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
  6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
  7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
  8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.
  9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
  10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
    - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
    - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
  11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
  12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
  13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
  14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon
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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

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

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immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

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

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Schedule 1- Details of the Processing

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



**Axon Event Offer Appendix**

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

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



### Axon Training Pod

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties. TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.



**AXON**

PROTECT LIFE

PROTEGER LA VIDA

생명을 보호하다

SCHÜTZEN

PROTEGER LA VIE

생명을 보호하다

# Program Layout

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## BODY CAMERA HARDWARE

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## Axon Body 4

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## Axon Point of View Camera

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## IN CAR CAMERA HARDWARE

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## Signal Sidearm

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Dual-View Camera



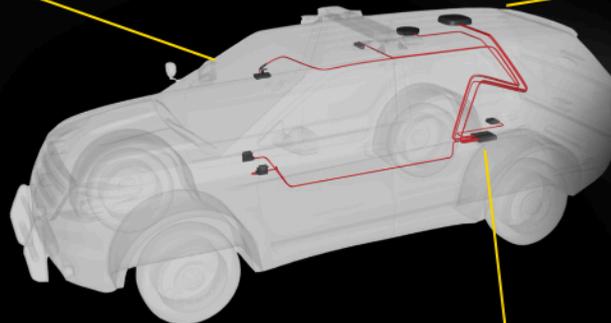
Interior Camera



Interior Antenna

Exterior Antenna

Dashboard App



Hub



# Program Layout

## EVIDENCE.COM SOFTWARE

### SOFTWARE

- ACCESS FOR (61) USERS
- STANDARDS LICENCES
- AUTO TAGGING
- REDACTION ASSISTANT
- PERFORMANCE
- COMMUNITY REQUEST
- MY90
- RESPOND +
- AUTO TRANSCRIBE
- DRAFT ONE

### FUSUS

- (1,500) STREAMS INCLUDED
- (28) CORES INCLUDED
- COMMUNITY ENGAGEMENT
- AXON NTEGRATION
- DRONE INTEGRATION
- LPR INTEGRATIONS
- CAD SERVICES
- ONSITE SUPPORT

### IN CAR SOFTWARE

- RESPOND +
- ALPR

### DATA MIGRATION

- CHANNEL SERVICES

### AXON AIR

- INTEGRATE DRONES IN E.COM

# Program Layout

**TASER 10**



**- PER OFFICER**

- HANDLE
- HOLSTER
- (4) DIFFERENT MAGAZINES
- RECHARGEABLE BATTERY
- COVERED BY 5 YEAR WARRANTY

**- PER AGENCY**

- HALT SUIT
- TARGET AND FRAME
- CHARGING DOCK
- COVERED BY 5 YEAR WARRANTY

**- TRAINING**

- INSTRUCTOR SCHOOL VOUCHERS
- MASTER INSTRUCTOR SCHOOL VOUCHERS
- TRANSITION COURSE AT PRAIRIE VILLAGE



**HALT**



**STANDARD**



**TRAINING**



**INERT**

## TRAINING

### YEAR 1

- 20 LIVE CARTRIDGES
  - 7 FOR CERTIFICATION
  - 13 FOR FIELD USE
- 5 HALT CARTRIDGES

### ALL OTHER YEARS

- 2 LIVE FOR CERTIFICATION
- 5 HALT CARTRIDGES

ALL LIVE DEPLOYMENTS ARE REPLACED PART OF THE PROGRAM

# Program Layout

## VIRTUAL REALITY TRAINING



VR HEADSETS

MORE MODULES GETTING RELEASED CONSISTENTLY

### SIMULATOR TRAINING

- TASER RANGE SKILLS
- HANDGUN RANGE SKILLS
- VR CERTIFICATION COURSE
- USE-OF-FORCE (UOF) SCENARIOS



VR TASER



VR FIREARM

### COMMUNITY ENGAGEMENT TRAINING

- DOMESTIC VIOLENCE
- PEER INTERVENTION
- UNBOXING THE FOCUS +
- UNBOXING FOCUS 3 FOR CET
- UNBOXING FOCUS 3 FOR LEGACY SIMULATOR TRAINING
- RUNNING A CET SESSION
- RUNNING A SIMULATOR TRAINING SESSION
- VR TRAINER OVERVIEW
- OFFICER IN CRISIS
- AUTISM I, II
- SUBSTANCE USE DISORDER
- ENGLISH AS A SECOND LANGUAGE
- CORRECTIONS I & II
- PEER INTERVENTION I, II, III
- SCHIZOPHRENIA I, II
- SUICIDAL IDEATION
- DESTRUCTION OF PROPERTY
- OFFICER ASSIST
- DOMESTIC VIOLENCE II
- INTERACTIVE CASE LAW I
- DOMESTIC VIOLENCE III
- SUBSTANCE USE DISORDER II
- COMBATIVE SUBJECT II
- BIPOLAR DISORDER
- CORRECTIONS III
- INTERACTIVE CASE LAW II



STORAGE BAGS

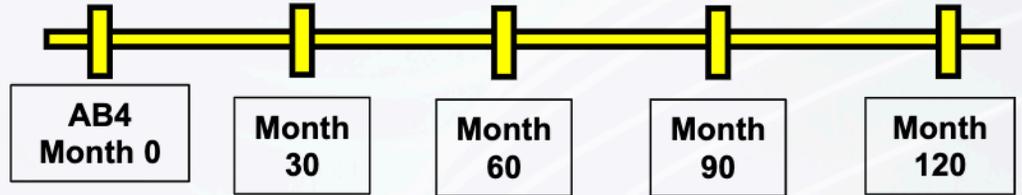


VR TABLETS

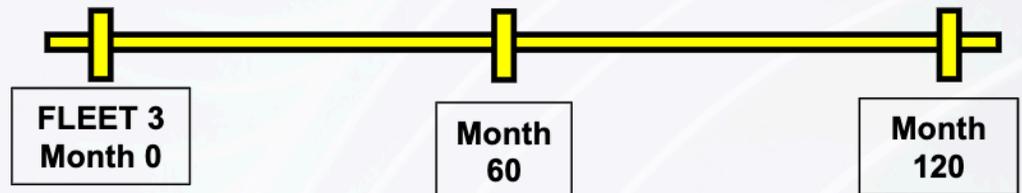
# Technical Assurance Plan

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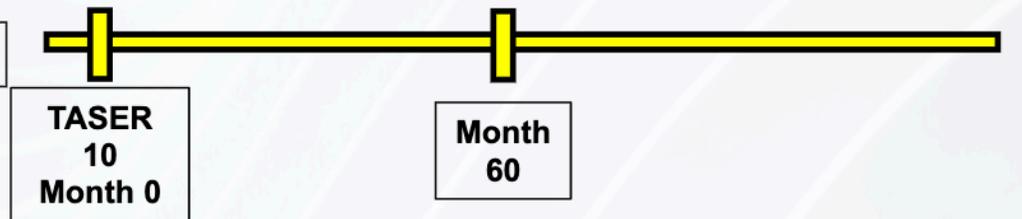
## BODY CAMERA



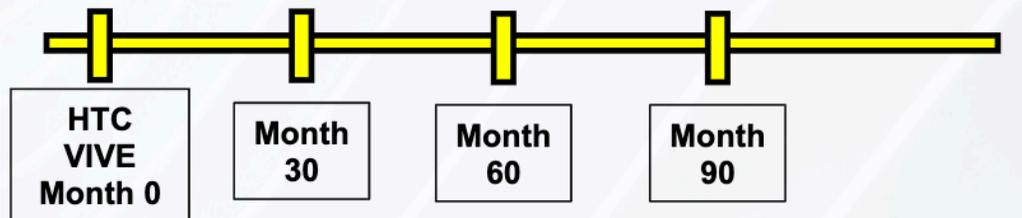
## IN CAR VIDEO



## TASER 10



## VIRTUAL REALITY HARDWARE



**Non-Binding Budgetary Estimate**



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

**Q-603455-45589.951NB**

Issued: 10/24/2024

Quote Expiration: 11/15/2024

Estimated Contract Start Date: 02/15/2025

Account Number: 313924

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Prairie Village Police Department - KS 7710 Mission Rd Prairie Village, KS 66208-4230 USA	Prairie Village Police Department - KS 7710 Mission Rd Prairie Village KS 66208-4230 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Nick Butier Phone: Email: nbutier@axon.com Fax:	Eric McCullough Phone: 913 385 4608 Email: emccullough@pvkansas.com Fax: (913) 385-7710

**Quote Summary**

Program Length	120 Months
<b>TOTAL COST</b>	<b>\$3,622,077.00</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$3,622,077.00</b>

**Discount Summary**

Average Savings Per Year	\$222,078.88
<b>TOTAL SAVINGS</b>	<b>\$2,220,788.77</b>

# Non-Binding Budgetary Estimate

## Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$362,207.70	\$0.00	\$362,207.70
Jan 2026	\$362,207.70	\$0.00	\$362,207.70
Jan 2027	\$362,207.70	\$0.00	\$362,207.70
Jan 2028	\$362,207.70	\$0.00	\$362,207.70
Jan 2029	\$362,207.70	\$0.00	\$362,207.70
Jan 2030	\$362,207.70	\$0.00	\$362,207.70
Jan 2031	\$362,207.70	\$0.00	\$362,207.70
Jan 2032	\$362,207.70	\$0.00	\$362,207.70
Jan 2033	\$362,207.70	\$0.00	\$362,207.70
Jan 2034	\$362,207.70	\$0.00	\$362,207.70
<b>Total</b>	<b>\$3,622,077.00</b>	<b>\$0.00</b>	<b>\$3,622,077.00</b>

**Non-Binding Budgetary Estimate**

**Quote Unbundled Price: \$5,842,865.77**  
**Quote List Price: \$5,199,154.57**  
**Quote Subtotal: \$3,622,077.00**

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
BWCamSBDTAP10Yr	Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	6	120	\$13.33	\$13.75	\$9.90	\$7,128.00	\$0.00	\$7,128.00
T00001	AB4 FLEX POV TAP BUNDLE	13	60	\$6.52	\$7.37	\$5.31	\$4,141.80	\$0.00	\$4,141.80
M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	41	120	\$462.05	\$390.20	\$280.95	\$1,382,274.00	\$0.00	\$1,382,274.00
Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	120	\$275.14	\$248.53	\$173.12	\$249,292.80	\$0.00	\$249,292.80
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	120	\$183.34	\$183.34	\$91.67	\$11,000.40	\$0.00	\$11,000.40
M00018	BUNDLE - FUSUS ENTERPRISE	1	120	\$15,889.50	\$15,007.63	\$10,005.09	\$1,200,610.80	\$0.00	\$1,200,610.80
T00001	AB4 FLEX POV TAP BUNDLE	13	60	\$6.52	\$7.37	\$5.31	\$4,141.80	\$0.00	\$4,141.80
M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	5	120	\$615.07	\$390.20	\$280.94	\$168,564.00	\$0.00	\$168,564.00
Fleet3A10Yr	Fleet 3 Advanced 10 Year	4	120	\$275.14	\$248.53	\$173.12	\$83,097.60	\$0.00	\$83,097.60
<b>A la Carte Hardware</b>									
H00004	AB4 FLEX POV HARDWARE BUNDLE	13			\$249.00	\$179.28	\$2,330.64	\$0.00	\$2,330.64
H00002	AB4 Multi Bay Dock Bundle	5			\$1,638.90	\$1,180.01	\$5,900.05	\$0.00	\$5,900.05
H00003	AB4 1-Bay Dock Bundle	12			\$229.00	\$164.88	\$1,978.56	\$0.00	\$1,978.56
H00001	AB4 Camera Bundle	5			\$849.00	\$611.28	\$3,056.40	\$0.00	\$3,056.40
H00001	AB4 Camera Bundle	41			\$849.00	\$611.28	\$25,062.48	\$0.00	\$25,062.48
<b>A la Carte Software</b>									
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	120		\$37.80	\$18.90	\$4,536.00	\$0.00	\$4,536.00
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	120		\$78.76	\$55.13	\$33,079.20	\$0.00	\$33,079.20
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	41	120		\$78.76	\$56.71	\$278,999.26	\$0.00	\$278,999.26
ProLicense	Pro License Bundle	15	120		\$48.47	\$34.57	\$62,233.95	\$0.00	\$62,233.95
<b>A la Carte Services</b>									
101078	AXON AIR - RTC VIRTUAL ONBOARDING	1			\$1,666.67	\$833.34	\$833.34	\$0.00	\$833.34
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$4,885.92	\$4,885.92	\$0.00	\$4,885.92
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$7,800.00	\$7,800.00	\$0.00	\$7,800.00
85147	AXON TASER - PSO - STARTER	1			\$14,000.00	\$10,080.00	\$10,080.00	\$0.00	\$10,080.00
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1			\$30,000.00	\$19,500.00	\$19,500.00	\$0.00	\$19,500.00
100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1			\$35,000.00	\$22,750.00	\$22,750.00	\$0.00	\$22,750.00
85055	AXON BODY - PSO - FULL SERVICE	1			\$40,000.00	\$28,800.00	\$28,800.00	\$0.00	\$28,800.00
<b>Total</b>							<b>\$3,622,077.00</b>	<b>\$0.00</b>	<b>\$3,622,077.00</b>

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	12	1	01/15/2025
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	12	1	01/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	41	1	01/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	5	1	01/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	01/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	46	1	01/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	6	1	01/15/2025
AB4 Camera Bundle	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	6	1	01/15/2025
AB4 Camera Bundle	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	46	1	01/15/2025
AB4 FLEX POV HARDWARE BUNDLE	100200	AXON BODY 4 - FLEX POV MODULE	13	1	01/15/2025
AB4 FLEX POV HARDWARE BUNDLE	100852	AXON BODY 4 - C-CLIP - POV	13	1	01/15/2025
AB4 FLEX POV HARDWARE BUNDLE	100858	AXON BODY 4 - HELMET MOUNT - UNIVERSAL POV	15	1	01/15/2025
AB4 FLEX POV HARDWARE BUNDLE	100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	13	1	01/15/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	5	1	01/15/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	1	01/15/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	1	01/15/2025
BUNDLE - FUSUS ENTERPRISE	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	20	1	01/15/2025
BUNDLE - FUSUS ENTERPRISE	101389	AXON RESPOND - FUSUSCORE - PRO AI 8TB HDD STORAGE	2	1	01/15/2025
BUNDLE - FUSUS ENTERPRISE	101390	AXON RESPOND - FUSUSCORE - ELITE 2.0 44TB HDD STORAGE	2	1	01/15/2025
BUNDLE - FUSUS ENTERPRISE	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	4	1	01/15/2025
BUNDLE - FUSUS ENTERPRISE	101408	AXON RESPOND - FUSUSCORE - CAD	1	1	01/15/2025
BUNDLE - FUSUS ENTERPRISE	101409	AXON RESPOND - FUSUSCORE - LISTEN	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100126	AXON VR - TACTICAL BAG	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100126	AXON VR - TACTICAL BAG	2	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	41	2	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	5	2	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	5	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	41	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	5	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	820	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	50	1	01/15/2025

# Non-Binding Budgetary Estimate

## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	41	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	5	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	41	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	5	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100748	AXON VR - CONTROLLER - TASER 10	2	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100748	AXON VR - CONTROLLER - TASER 10	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101294	AXON VR - TABLET	2	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101294	AXON VR - TABLET	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101299	AXON VR - HOLSTER - T7 BLACKHAWK GRAY RH	2	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101299	AXON VR - HOLSTER - T7 BLACKHAWK GRAY RH	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101300	AXON VR - TABLET CASE	2	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101300	AXON VR - TABLET CASE	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	5	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	41	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	2	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	10	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	82	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/15/2025
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL - SIGNAL UNIT	4	1	01/15/2025
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL - SIGNAL UNIT	12	1	01/15/2025
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	1	01/15/2025
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	12	1	01/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	130	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	20	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	330	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	01/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	10	1	01/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	01/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	330	1	01/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	01/15/2027
Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	6	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	07/15/2027

# Non-Binding Budgetary Estimate

## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	5	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	42	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	6	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	5	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	01/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	20	1	01/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	330	1	01/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	01/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	130	1	01/15/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	10	1	01/15/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	330	1	01/15/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	01/15/2029
AB4 FLEX POV TAP BUNDLE	100976	AXON BODY - TAP REFRESH 1 - AB4 FLEX POV	13	1	01/15/2030
Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	6	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	2	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	1	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	2	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	1	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	1	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	2	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	2	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	42	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	5	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	6	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	5	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	01/15/2030
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	4	1	01/15/2030
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	12	1	01/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	41	1	07/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	5	1	07/15/2030
Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	73317	AXON BODY - TAP REFRESH 3 - DOCK SINGLE BAY	6	1	07/15/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	2	1	07/15/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	1	1	07/15/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	1	1	07/15/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	2	1	07/15/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	2	1	07/15/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	1	1	07/15/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	2	1	07/15/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	1	1	07/15/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73317	AXON BODY - TAP REFRESH 3 - DOCK SINGLE BAY	5	1	07/15/2032

## Non-Binding Budgetary Estimate

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73317	AXON BODY - TAP REFRESH 3 - DOCK SINGLE BAY	6	1	07/15/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	5	1	07/15/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	42	1	07/15/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	1	1	07/15/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	4	1	07/15/2032
AB4 FLEX POV TAP BUNDLE	100976	AXON BODY - TAP REFRESH 1 - AB4 FLEX POV	13	1	01/15/2035
Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	73318	AXON BODY - TAP REFRESH 4 - DOCK SINGLE BAY	6	1	01/15/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73318	AXON BODY - TAP REFRESH 4 - DOCK SINGLE BAY	5	1	01/15/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73318	AXON BODY - TAP REFRESH 4 - DOCK SINGLE BAY	6	1	01/15/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	42	1	01/15/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	5	1	01/15/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	1	1	01/15/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	4	1	01/15/2035
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	4	1	01/15/2035
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	12	1	01/15/2035

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR - UAS LICENSE - CLASS 1	1	02/15/2025	02/14/2035
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	1	02/15/2025	02/14/2035
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	1	02/15/2025	02/14/2035
BUNDLE - FUSUS ENTERPRISE	101358	AXON RESPOND - FUSUSONE - ENTERPRISE LEVEL SAAS	1	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	41	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	5	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100590	AXON MY90 - LICENSE	41	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100590	AXON MY90 - LICENSE	5	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	5	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	41	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	5	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	41	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	41	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	5	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	5	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	41	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73618	AXON COMMUNITY REQUEST	41	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73618	AXON COMMUNITY REQUEST	5	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73638	AXON STANDARDS - LICENSE	5	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73638	AXON STANDARDS - LICENSE	41	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73680	AXON RESPOND PLUS - LICENSE	5	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73680	AXON RESPOND PLUS - LICENSE	41	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	5	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	41	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	41	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	5	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73739	AXON PERFORMANCE - LICENSE	41	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73739	AXON PERFORMANCE - LICENSE	5	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	41	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	02/15/2025	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	41	02/15/2025	02/14/2035

## Non-Binding Budgetary Estimate

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	5	02/15/2025	02/14/2035
Fleet 3 Advanced 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	4	02/15/2025	02/14/2035
Fleet 3 Advanced 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	12	02/15/2025	02/14/2035
Fleet 3 Advanced 10 Year	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	4	02/15/2025	02/14/2035
Fleet 3 Advanced 10 Year	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	12	02/15/2025	02/14/2035
Fleet 3 Advanced 10 Year	80402	AXON RESPOND - LICENSE - FLEET 3	12	02/15/2025	02/14/2035
Fleet 3 Advanced 10 Year	80402	AXON RESPOND - LICENSE - FLEET 3	4	02/15/2025	02/14/2035
Fleet 3 Advanced 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	24	02/15/2025	02/14/2035
Fleet 3 Advanced 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	8	02/15/2025	02/14/2035
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	45	02/15/2025	02/14/2035
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	15	02/15/2025	02/14/2035
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	02/15/2025	02/14/2035
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	41	02/15/2025	02/14/2035
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	02/15/2025	02/14/2035

### Services

Bundle	Item	Description	QTY
BUNDLE - FUSUS ENTERPRISE	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	2
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	41
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	5
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	3
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101422	AXON RESPOND - FUSUS HARDWARE DEPLOYMENT	3
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101422	AXON RESPOND - FUSUS HARDWARE DEPLOYMENT	3
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	5
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	41
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80190	AXON EVIDENCE - CHANNEL SERVICES	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80190	AXON EVIDENCE - CHANNEL SERVICES	1
Fleet 3 Advanced 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	4
Fleet 3 Advanced 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	12
Fleet 3 Advanced 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	4
Fleet 3 Advanced 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	12
A la Carte	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1
A la Carte	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1
A la Carte	85055	AXON BODY - PSO - FULL SERVICE	1
A la Carte	85147	AXON TASER - PSO - STARTER	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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# Non-Binding Budgetary Estimate

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AB4 FLEX POV TAP BUNDLE	100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	13	01/15/2026	02/14/2030
Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	6	01/15/2026	02/14/2035
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	01/15/2026	02/14/2035
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	20	01/15/2026	02/14/2035
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	01/15/2026	02/14/2035
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	01/15/2026	02/14/2035
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/15/2026	02/14/2035
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	2	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	1	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100213	AXON VR - EXT WARRANTY - TABLET	1	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100213	AXON VR - EXT WARRANTY - TABLET	2	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	41	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	5	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	41	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	5	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	1	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	41	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	5	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	5	01/15/2026	02/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	6	01/15/2026	02/14/2035
Fleet 3 Advanced 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	12	01/15/2026	02/14/2035
Fleet 3 Advanced 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	4	01/15/2026	02/14/2035
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	01/15/2026	02/14/2035
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	12	01/15/2026	02/14/2035
AB4 FLEX POV TAP BUNDLE	100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	13	01/15/2031	02/14/2035

# Non-Binding Budgetary Estimate

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	7710 Mission Rd	Prairie Village	KS	66208-4230	USA
2	7710 Mission Rd	Prairie Village	KS	66208-4230	USA

## Payment Details

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Mission Hills 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	\$3,307.92	\$0.00	\$3,307.92
Mission Hills 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	4	\$8,309.74	\$0.00	\$8,309.74
Mission Hills 1	H00001	AB4 Camera Bundle	5	\$305.64	\$0.00	\$305.64
Mission Hills 1	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	5	\$16,856.42	\$0.00	\$16,856.42
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	\$453.60	\$0.00	\$453.60
Year 1	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$2,275.00	\$0.00	\$2,275.00
Year 1	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$83.33	\$0.00	\$83.33
Year 1	101267	AXON VR - PSO - FULL INSTALLATION	1	\$780.00	\$0.00	\$780.00
Year 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	41	\$27,899.93	\$0.00	\$27,899.93
Year 1	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$1,950.00	\$0.00	\$1,950.00
Year 1	85055	AXON BODY - PSO - FULL SERVICE	1	\$2,880.00	\$0.00	\$2,880.00
Year 1	85147	AXON TASER - PSO - STARTER	1	\$1,008.00	\$0.00	\$1,008.00
Year 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$488.59	\$0.00	\$488.59
Year 1	BWCamSBDTAP10Yr	Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	6	\$712.81	\$0.00	\$712.81
Year 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$1,100.04	\$0.00	\$1,100.04
Year 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$24,929.30	\$0.00	\$24,929.30
Year 1	H00001	AB4 Camera Bundle	41	\$2,506.25	\$0.00	\$2,506.25
Year 1	H00002	AB4 Multi Bay Dock Bundle	5	\$590.00	\$0.00	\$590.00
Year 1	H00003	AB4 1-Bay Dock Bundle	12	\$197.86	\$0.00	\$197.86
Year 1	H00004	AB4 FLEX POV HARDWARE BUNDLE	13	\$233.06	\$0.00	\$233.06
Year 1	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	41	\$138,227.44	\$0.00	\$138,227.44
Year 1	M00018	BUNDLE - FUSUS ENTERPRISE	1	\$120,061.01	\$0.00	\$120,061.01
Year 1	ProLicense	Pro License Bundle	15	\$6,223.40	\$0.00	\$6,223.40
Year 1	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
Year 1	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
<b>Total</b>				<b>\$362,207.70</b>	<b>\$0.00</b>	<b>\$362,207.70</b>

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	5	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	41	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Mission Hills 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	\$3,307.92	\$0.00	\$3,307.92
Mission Hills 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	4	\$8,309.74	\$0.00	\$8,309.74

**Non-Binding Budgetary Estimate**

<b>Jan 2026</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Mission Hills 1	H00001	AB4 Camera Bundle	5	\$305.64	\$0.00	\$305.64
Mission Hills 1	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	5	\$16,856.42	\$0.00	\$16,856.42
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	\$453.60	\$0.00	\$453.60
Year 2	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$2,275.00	\$0.00	\$2,275.00
Year 2	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$83.33	\$0.00	\$83.33
Year 2	101267	AXON VR - PSO - FULL INSTALLATION	1	\$780.00	\$0.00	\$780.00
Year 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	41	\$27,899.93	\$0.00	\$27,899.93
Year 2	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$1,950.00	\$0.00	\$1,950.00
Year 2	85055	AXON BODY - PSO - FULL SERVICE	1	\$2,880.00	\$0.00	\$2,880.00
Year 2	85147	AXON TASER - PSO - STARTER	1	\$1,008.00	\$0.00	\$1,008.00
Year 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$488.59	\$0.00	\$488.59
Year 2	BWCamSBDTAP10Yr	Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	6	\$712.81	\$0.00	\$712.81
Year 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$1,100.04	\$0.00	\$1,100.04
Year 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$24,929.30	\$0.00	\$24,929.30
Year 2	H00001	AB4 Camera Bundle	41	\$2,506.25	\$0.00	\$2,506.25
Year 2	H00002	AB4 Multi Bay Dock Bundle	5	\$590.00	\$0.00	\$590.00
Year 2	H00003	AB4 1-Bay Dock Bundle	12	\$197.86	\$0.00	\$197.86
Year 2	H00004	AB4 FLEX POV HARDWARE BUNDLE	13	\$233.06	\$0.00	\$233.06
Year 2	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	41	\$138,227.44	\$0.00	\$138,227.44
Year 2	M00018	BUNDLE - FUSUS ENTERPRISE	1	\$120,061.01	\$0.00	\$120,061.01
Year 2	ProLicense	Pro License Bundle	15	\$6,223.40	\$0.00	\$6,223.40
Year 2	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
Year 2	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
<b>Total</b>				<b>\$362,207.70</b>	<b>\$0.00</b>	<b>\$362,207.70</b>

<b>Jan 2027</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Mission Hills 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	\$3,307.92	\$0.00	\$3,307.92
Mission Hills 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	4	\$8,309.74	\$0.00	\$8,309.74
Mission Hills 1	H00001	AB4 Camera Bundle	5	\$305.64	\$0.00	\$305.64
Mission Hills 1	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	5	\$16,856.42	\$0.00	\$16,856.42
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	\$453.60	\$0.00	\$453.60
Year 3	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$2,275.00	\$0.00	\$2,275.00
Year 3	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$83.33	\$0.00	\$83.33
Year 3	101267	AXON VR - PSO - FULL INSTALLATION	1	\$780.00	\$0.00	\$780.00
Year 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	41	\$27,899.93	\$0.00	\$27,899.93
Year 3	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$1,950.00	\$0.00	\$1,950.00
Year 3	85055	AXON BODY - PSO - FULL SERVICE	1	\$2,880.00	\$0.00	\$2,880.00
Year 3	85147	AXON TASER - PSO - STARTER	1	\$1,008.00	\$0.00	\$1,008.00
Year 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$488.59	\$0.00	\$488.59
Year 3	BWCamSBDTAP10Yr	Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	6	\$712.81	\$0.00	\$712.81
Year 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$1,100.04	\$0.00	\$1,100.04
Year 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$24,929.30	\$0.00	\$24,929.30
Year 3	H00001	AB4 Camera Bundle	41	\$2,506.25	\$0.00	\$2,506.25
Year 3	H00002	AB4 Multi Bay Dock Bundle	5	\$590.00	\$0.00	\$590.00
Year 3	H00003	AB4 1-Bay Dock Bundle	12	\$197.86	\$0.00	\$197.86
Year 3	H00004	AB4 FLEX POV HARDWARE BUNDLE	13	\$233.06	\$0.00	\$233.06
Year 3	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	41	\$138,227.44	\$0.00	\$138,227.44
Year 3	M00018	BUNDLE - FUSUS ENTERPRISE	1	\$120,061.01	\$0.00	\$120,061.01
Year 3	ProLicense	Pro License Bundle	15	\$6,223.40	\$0.00	\$6,223.40
Year 3	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
Year 3	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18

**Non-Binding Budgetary Estimate**

<b>Jan 2027</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
<b>Total</b>				<b>\$362,207.70</b>	<b>\$0.00</b>	<b>\$362,207.70</b>

<b>Jan 2028</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Mission Hills 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	\$3,307.92	\$0.00	\$3,307.92
Mission Hills 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	4	\$8,309.74	\$0.00	\$8,309.74
Mission Hills 1	H00001	AB4 Camera Bundle	5	\$305.64	\$0.00	\$305.64
Mission Hills 1	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	5	\$16,856.42	\$0.00	\$16,856.42
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	\$453.60	\$0.00	\$453.60
Year 4	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$2,275.00	\$0.00	\$2,275.00
Year 4	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$83.33	\$0.00	\$83.33
Year 4	101267	AXON VR - PSO - FULL INSTALLATION	1	\$780.00	\$0.00	\$780.00
Year 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	41	\$27,899.93	\$0.00	\$27,899.93
Year 4	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$1,950.00	\$0.00	\$1,950.00
Year 4	85055	AXON BODY - PSO - FULL SERVICE	1	\$2,880.00	\$0.00	\$2,880.00
Year 4	85147	AXON TASER - PSO - STARTER	1	\$1,008.00	\$0.00	\$1,008.00
Year 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$488.59	\$0.00	\$488.59
Year 4	BWCamsBDTAP10Yr	Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	6	\$712.81	\$0.00	\$712.81
Year 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$1,100.04	\$0.00	\$1,100.04
Year 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$24,929.30	\$0.00	\$24,929.30
Year 4	H00001	AB4 Camera Bundle	41	\$2,506.25	\$0.00	\$2,506.25
Year 4	H00002	AB4 Multi Bay Dock Bundle	5	\$590.00	\$0.00	\$590.00
Year 4	H00003	AB4 1-Bay Dock Bundle	12	\$197.86	\$0.00	\$197.86
Year 4	H00004	AB4 FLEX POV HARDWARE BUNDLE	13	\$233.06	\$0.00	\$233.06
Year 4	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	41	\$138,227.44	\$0.00	\$138,227.44
Year 4	M00018	BUNDLE - FUSUS ENTERPRISE	1	\$120,061.01	\$0.00	\$120,061.01
Year 4	ProLicense	Pro License Bundle	15	\$6,223.40	\$0.00	\$6,223.40
Year 4	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
Year 4	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
<b>Total</b>				<b>\$362,207.70</b>	<b>\$0.00</b>	<b>\$362,207.70</b>

<b>Jan 2029</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Mission Hills 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	\$3,307.92	\$0.00	\$3,307.92
Mission Hills 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	4	\$8,309.74	\$0.00	\$8,309.74
Mission Hills 1	H00001	AB4 Camera Bundle	5	\$305.64	\$0.00	\$305.64
Mission Hills 1	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	5	\$16,856.42	\$0.00	\$16,856.42
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	\$453.60	\$0.00	\$453.60
Year 5	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$2,275.00	\$0.00	\$2,275.00
Year 5	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$83.33	\$0.00	\$83.33
Year 5	101267	AXON VR - PSO - FULL INSTALLATION	1	\$780.00	\$0.00	\$780.00
Year 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	41	\$27,899.93	\$0.00	\$27,899.93
Year 5	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$1,950.00	\$0.00	\$1,950.00
Year 5	85055	AXON BODY - PSO - FULL SERVICE	1	\$2,880.00	\$0.00	\$2,880.00
Year 5	85147	AXON TASER - PSO - STARTER	1	\$1,008.00	\$0.00	\$1,008.00
Year 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$488.59	\$0.00	\$488.59
Year 5	BWCamsBDTAP10Yr	Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	6	\$712.81	\$0.00	\$712.81
Year 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$1,100.04	\$0.00	\$1,100.04
Year 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$24,929.30	\$0.00	\$24,929.30
Year 5	H00001	AB4 Camera Bundle	41	\$2,506.25	\$0.00	\$2,506.25
Year 5	H00002	AB4 Multi Bay Dock Bundle	5	\$590.00	\$0.00	\$590.00

**Non-Binding Budgetary Estimate**

<b>Jan 2029</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 5	H00003	AB4 1-Bay Dock Bundle	12	\$197.86	\$0.00	\$197.86
Year 5	H00004	AB4 FLEX POV HARDWARE BUNDLE	13	\$233.06	\$0.00	\$233.06
Year 5	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	41	\$138,227.44	\$0.00	\$138,227.44
Year 5	M00018	BUNDLE - FUSUS ENTERPRISE	1	\$120,061.01	\$0.00	\$120,061.01
Year 5	ProLicense	Pro License Bundle	15	\$6,223.40	\$0.00	\$6,223.40
Year 5	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
Year 5	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
<b>Total</b>				<b>\$362,207.70</b>	<b>\$0.00</b>	<b>\$362,207.70</b>

<b>Jan 2030</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Mission Hills 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	\$3,307.92	\$0.00	\$3,307.92
Mission Hills 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	4	\$8,309.74	\$0.00	\$8,309.74
Mission Hills 1	H00001	AB4 Camera Bundle	5	\$305.64	\$0.00	\$305.64
Mission Hills 1	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	5	\$16,856.42	\$0.00	\$16,856.42
Year 6	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	\$453.60	\$0.00	\$453.60
Year 6	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$2,275.00	\$0.00	\$2,275.00
Year 6	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$83.33	\$0.00	\$83.33
Year 6	101267	AXON VR - PSO - FULL INSTALLATION	1	\$780.00	\$0.00	\$780.00
Year 6	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	41	\$27,899.93	\$0.00	\$27,899.93
Year 6	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$1,950.00	\$0.00	\$1,950.00
Year 6	85055	AXON BODY - PSO - FULL SERVICE	1	\$2,880.00	\$0.00	\$2,880.00
Year 6	85147	AXON TASER - PSO - STARTER	1	\$1,008.00	\$0.00	\$1,008.00
Year 6	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$488.59	\$0.00	\$488.59
Year 6	BWCamsBDTAP10Yr	Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	6	\$712.81	\$0.00	\$712.81
Year 6	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$1,100.04	\$0.00	\$1,100.04
Year 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$24,929.30	\$0.00	\$24,929.30
Year 6	H00001	AB4 Camera Bundle	41	\$2,506.25	\$0.00	\$2,506.25
Year 6	H00002	AB4 Multi Bay Dock Bundle	5	\$590.00	\$0.00	\$590.00
Year 6	H00003	AB4 1-Bay Dock Bundle	12	\$197.86	\$0.00	\$197.86
Year 6	H00004	AB4 FLEX POV HARDWARE BUNDLE	13	\$233.06	\$0.00	\$233.06
Year 6	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	41	\$138,227.44	\$0.00	\$138,227.44
Year 6	M00018	BUNDLE - FUSUS ENTERPRISE	1	\$120,061.01	\$0.00	\$120,061.01
Year 6	ProLicense	Pro License Bundle	15	\$6,223.40	\$0.00	\$6,223.40
Year 6	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
Year 6	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
<b>Total</b>				<b>\$362,207.70</b>	<b>\$0.00</b>	<b>\$362,207.70</b>

<b>Jan 2031</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Mission Hills 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	\$3,307.92	\$0.00	\$3,307.92
Mission Hills 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	4	\$8,309.74	\$0.00	\$8,309.74
Mission Hills 1	H00001	AB4 Camera Bundle	5	\$305.64	\$0.00	\$305.64
Mission Hills 1	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	5	\$16,856.42	\$0.00	\$16,856.42
Year 7	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	\$453.60	\$0.00	\$453.60
Year 7	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$2,275.00	\$0.00	\$2,275.00
Year 7	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$83.33	\$0.00	\$83.33
Year 7	101267	AXON VR - PSO - FULL INSTALLATION	1	\$780.00	\$0.00	\$780.00
Year 7	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	41	\$27,899.93	\$0.00	\$27,899.93
Year 7	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$1,950.00	\$0.00	\$1,950.00
Year 7	85055	AXON BODY - PSO - FULL SERVICE	1	\$2,880.00	\$0.00	\$2,880.00

**Non-Binding Budgetary Estimate**

<b>Jan 2031</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 7	85147	AXON TASER - PSO - STARTER	1	\$1,008.00	\$0.00	\$1,008.00
Year 7	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$488.59	\$0.00	\$488.59
Year 7	BWCamsBDTAP10Yr	Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	6	\$712.80	\$0.00	\$712.80
Year 7	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$1,100.04	\$0.00	\$1,100.04
Year 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$24,929.30	\$0.00	\$24,929.30
Year 7	H00001	AB4 Camera Bundle	41	\$2,506.25	\$0.00	\$2,506.25
Year 7	H00002	AB4 Multi Bay Dock Bundle	5	\$590.00	\$0.00	\$590.00
Year 7	H00003	AB4 1-Bay Dock Bundle	12	\$197.86	\$0.00	\$197.86
Year 7	H00004	AB4 FLEX POV HARDWARE BUNDLE	13	\$233.06	\$0.00	\$233.06
Year 7	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	41	\$138,227.44	\$0.00	\$138,227.44
Year 7	M00018	BUNDLE - FUSUS ENTERPRISE	1	\$120,061.02	\$0.00	\$120,061.02
Year 7	ProLicense	Pro License Bundle	15	\$6,223.40	\$0.00	\$6,223.40
Year 7	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
Year 7	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
<b>Total</b>				<b>\$362,207.70</b>	<b>\$0.00</b>	<b>\$362,207.70</b>

<b>Jan 2032</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Mission Hills 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	\$3,307.92	\$0.00	\$3,307.92
Mission Hills 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	4	\$8,309.74	\$0.00	\$8,309.74
Mission Hills 1	H00001	AB4 Camera Bundle	5	\$305.64	\$0.00	\$305.64
Mission Hills 1	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	5	\$16,856.42	\$0.00	\$16,856.42
Year 8	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	\$453.60	\$0.00	\$453.60
Year 8	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$2,275.00	\$0.00	\$2,275.00
Year 8	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$83.33	\$0.00	\$83.33
Year 8	101267	AXON VR - PSO - FULL INSTALLATION	1	\$780.00	\$0.00	\$780.00
Year 8	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	41	\$27,899.93	\$0.00	\$27,899.93
Year 8	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$1,950.00	\$0.00	\$1,950.00
Year 8	85055	AXON BODY - PSO - FULL SERVICE	1	\$2,880.00	\$0.00	\$2,880.00
Year 8	85147	AXON TASER - PSO - STARTER	1	\$1,008.00	\$0.00	\$1,008.00
Year 8	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$488.59	\$0.00	\$488.59
Year 8	BWCamsBDTAP10Yr	Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	6	\$712.80	\$0.00	\$712.80
Year 8	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$1,100.04	\$0.00	\$1,100.04
Year 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$24,929.30	\$0.00	\$24,929.30
Year 8	H00001	AB4 Camera Bundle	41	\$2,506.25	\$0.00	\$2,506.25
Year 8	H00002	AB4 Multi Bay Dock Bundle	5	\$590.00	\$0.00	\$590.00
Year 8	H00003	AB4 1-Bay Dock Bundle	12	\$197.86	\$0.00	\$197.86
Year 8	H00004	AB4 FLEX POV HARDWARE BUNDLE	13	\$233.06	\$0.00	\$233.06
Year 8	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	41	\$138,227.44	\$0.00	\$138,227.44
Year 8	M00018	BUNDLE - FUSUS ENTERPRISE	1	\$120,061.02	\$0.00	\$120,061.02
Year 8	ProLicense	Pro License Bundle	15	\$6,223.40	\$0.00	\$6,223.40
Year 8	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
Year 8	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
<b>Total</b>				<b>\$362,207.70</b>	<b>\$0.00</b>	<b>\$362,207.70</b>

<b>Jan 2033</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Mission Hills 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	\$3,307.92	\$0.00	\$3,307.92
Mission Hills 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	4	\$8,309.74	\$0.00	\$8,309.74
Mission Hills 1	H00001	AB4 Camera Bundle	5	\$305.64	\$0.00	\$305.64
Mission Hills 1	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	5	\$16,856.42	\$0.00	\$16,856.42

**Non-Binding Budgetary Estimate**

<b>Jan 2033</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 9	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	\$453.60	\$0.00	\$453.60
Year 9	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$2,275.00	\$0.00	\$2,275.00
Year 9	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$83.33	\$0.00	\$83.33
Year 9	101267	AXON VR - PSO - FULL INSTALLATION	1	\$780.00	\$0.00	\$780.00
Year 9	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	41	\$27,899.93	\$0.00	\$27,899.93
Year 9	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$1,950.00	\$0.00	\$1,950.00
Year 9	85055	AXON BODY - PSO - FULL SERVICE	1	\$2,880.00	\$0.00	\$2,880.00
Year 9	85147	AXON TASER - PSO - STARTER	1	\$1,008.00	\$0.00	\$1,008.00
Year 9	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$488.59	\$0.00	\$488.59
Year 9	BWCamSBDTAP10Yr	Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	6	\$712.80	\$0.00	\$712.80
Year 9	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$1,100.04	\$0.00	\$1,100.04
Year 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$24,929.30	\$0.00	\$24,929.30
Year 9	H00001	AB4 Camera Bundle	41	\$2,506.25	\$0.00	\$2,506.25
Year 9	H00002	AB4 Multi Bay Dock Bundle	5	\$590.00	\$0.00	\$590.00
Year 9	H00003	AB4 1-Bay Dock Bundle	12	\$197.86	\$0.00	\$197.86
Year 9	H00004	AB4 FLEX POV HARDWARE BUNDLE	13	\$233.06	\$0.00	\$233.06
Year 9	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	41	\$138,227.44	\$0.00	\$138,227.44
Year 9	M00018	BUNDLE - FUSUS ENTERPRISE	1	\$120,061.02	\$0.00	\$120,061.02
Year 9	ProLicense	Pro License Bundle	15	\$6,223.40	\$0.00	\$6,223.40
Year 9	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
Year 9	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
<b>Total</b>				<b>\$362,207.70</b>	<b>\$0.00</b>	<b>\$362,207.70</b>

<b>Jan 2034</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Mission Hills 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	\$3,307.92	\$0.00	\$3,307.92
Mission Hills 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	4	\$8,309.74	\$0.00	\$8,309.74
Mission Hills 1	H00001	AB4 Camera Bundle	5	\$305.64	\$0.00	\$305.64
Mission Hills 1	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	5	\$16,856.42	\$0.00	\$16,856.42
Year 10	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	\$453.60	\$0.00	\$453.60
Year 10	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$2,275.00	\$0.00	\$2,275.00
Year 10	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$83.33	\$0.00	\$83.33
Year 10	101267	AXON VR - PSO - FULL INSTALLATION	1	\$780.00	\$0.00	\$780.00
Year 10	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	41	\$27,899.93	\$0.00	\$27,899.93
Year 10	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$1,950.00	\$0.00	\$1,950.00
Year 10	85055	AXON BODY - PSO - FULL SERVICE	1	\$2,880.00	\$0.00	\$2,880.00
Year 10	85147	AXON TASER - PSO - STARTER	1	\$1,008.00	\$0.00	\$1,008.00
Year 10	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$488.59	\$0.00	\$488.59
Year 10	BWCamSBDTAP10Yr	Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	6	\$712.80	\$0.00	\$712.80
Year 10	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$1,100.04	\$0.00	\$1,100.04
Year 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$24,929.30	\$0.00	\$24,929.30
Year 10	H00001	AB4 Camera Bundle	41	\$2,506.25	\$0.00	\$2,506.25
Year 10	H00002	AB4 Multi Bay Dock Bundle	5	\$590.00	\$0.00	\$590.00
Year 10	H00003	AB4 1-Bay Dock Bundle	12	\$197.86	\$0.00	\$197.86
Year 10	H00004	AB4 FLEX POV HARDWARE BUNDLE	13	\$233.06	\$0.00	\$233.06
Year 10	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	41	\$138,227.44	\$0.00	\$138,227.44
Year 10	M00018	BUNDLE - FUSUS ENTERPRISE	1	\$120,061.02	\$0.00	\$120,061.02
Year 10	ProLicense	Pro License Bundle	15	\$6,223.40	\$0.00	\$6,223.40
Year 10	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
Year 10	T00001	AB4 FLEX POV TAP BUNDLE	13	\$414.18	\$0.00	\$414.18
<b>Total</b>				<b>\$362,207.70</b>	<b>\$0.00</b>	<b>\$362,207.70</b>



## **Non-Binding Budgetary Estimate**

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

**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.**



**MAYOR'S ANNOUNCEMENTS**  
**Monday, November 4, 2024**

Arts Council	11/06/2024	5:30 p.m.
Tree Board	11/06/2024	6:00 p.m.
Arts Council art reception	11/06/2024	7:00 p.m.
Veterans Day – City offices closed	11/11/2024	
Diversity Committee	11/12/2024	4:00 p.m.
Board of Zoning Appeals	11/12/2024	6:30 p.m.
Planning Commission	11/12/2024	7:00 p.m.
Parks and Recreation Committee	11/13/2024	4:00 p.m.
City Council	11/18/2024	6:00 p.m.
Thanksgiving observed – City offices closed	11/28/2024 – 11/29/2024	

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**INFORMATIONAL ITEMS**  
**November 4, 2024**

1. Environmental Committee meeting minutes – August 28, 2024
2. Consolidated Fire District #2 third quarter report
3. Third quarter crime report
4. November plan of action

**The Prairie Village Environmental Committee met Wednesday, August 28, 2024 in the Prairie Village City Hall Multipurpose Room. The meeting was called to order at 5:30 p.m.**

### **Members in attendance**

Greg Shelton (Chair), Ashley Freburg (staff liaison), Johanna Comes, Nathan Kovac, Travis Carson, Melinda Lewis, Penny Mahon, Travis Wymore, Piper Reimer, Brynn Bettenhausen, and Amy Brooks (minutes).

### **Approval of the agenda**

Melinda moved to approve the agenda with the addition of an additional item, a letter of support for a regional food composting grant. Nathan seconded the motion. All in favor.

### **Approval of the June 2024 meeting minutes.**

Travis W. moved to approve the minutes. Johanna seconded the motion. All in favor.

### **Presentation**

Jennifer Gunby, Associate Director of State & Local Advocacy | Advocacy & Policy for the U.S. Green Building Council spoke about building decarbonization policies that would be possible for Prairie Village, including our 2030 target and 2050 net zero emissions goals. She said she would share her slide deck with the committee.

### **Old Business**

#### *VillageFest 2024*

Observations were that people appreciated the recycling stickers and felt they were helpful. With the kids craft, more people did not come back for finished butterfly this year, possibly due to inclement weather. Ashley also suggested keeping foil backing with the name so kids can identify theirs upon return. Many felt there was a higher turnout than previous years and all booths were well attended. The Johnson County Master Naturalists enjoyed their day as well. Piper has asked if they will return. PlugIn KC gave away 200 cars within 30 minutes. A note for future events - zip ties made hanging signs easier than bungees. Ashley asked that if the committee had any receipts to turn in for reimbursement, they do so before the next meeting. The Monarch Waystation giveaway winner will be notified before the next meeting.

#### *JazzFest 2024*

JazzFest will be held September 8 from 3-10 p.m. Volunteers are needed for the Environmental Committee's table from 2-8 p.m. The committee agreed on 2-hour shifts. Nathan, Penny, Amy, and Brynn all volunteered. The booth will focus on composting at home and services available. Tablecloth, stickers, poster and zip ties will need to be grabbed from City Hall next week for set up. Greg will provide a sample compost bucket and liner. Piper has asked about KC Can Compost commitment, but not heard back.

#### *Go Green 2024*

The Go Green event will be September 14 from 9 a.m. – noon at the Powell Community Center. Greg, Chi, and Nathan will be volunteering. The topic at the Environmental Committee's table

will be the City's climate action plan. Will bring tablecloth, sign, info pieces on climate action, stickers.

#### *Northeast Recycling Event*

The Northeast Johnson County electronics recycling and paper shredding event will be September 28 at the Nations Holding Parking Lot, 9001 W. 67th St. Volunteers are needed from 8:15 to noon. Ashley will re-send link for signup. Prairie Village must have volunteers in order to continue participating in the event.

#### *Climate Action Plan*

Last year, the City adopted a municipal climate action plan as it relates to City operations. Work is now underway on a community-wide climate action plan, which is a core component of the Cities Race to Zero. The project team has been defined and has begun working on scope and plan. PVEC may be able to engage in working groups when established. More information will be shared as it is available.

#### **New Business**

##### *Composting*

Johnson County Department of Health and Environment is applying for a grant to implement county-wide food composting, including 30 composting kiosks for residents. They have asked for letters of support for the grant application. Nathan motioned for the PVEC to send a formal letter of support. Piper seconded the motion. All in favor.

##### *2026 Budget Allocations*

Piper would like to propose an addendum to the Prairie Village Parks Master Plan that supports sustainability in the parks. This would include elimination of pesticides and herbicides and incorporation of native plants. A subcommittee formed to address this effort, including Piper, Johanna, Amy and Travis C. Work will begin by researching the efforts at Bennett Park (costs/issues/labor) and other park projects to gather data. The subcommittee will aim to have details by the October meeting.

##### *Committee T-Shirt design*

Penny proposed making PVEC t-shirts. Penny moved that Ashley create a design for the group. Johanna seconded. All in favor.

##### *2025 Native Plant Sale*

Deep Roots KC is planning to hold a Native Plant Sale on April 12, 2024 from 10 a.m. to 2 p.m. in City Hall parking lot. The Monarch Butterfly subcommittee may be interested in having a booth at the event.

#### **Announcements**

The next meeting is scheduled for September 25, 2024. It may be relocated to Meadowbrook Clubhouse. Greg will verify if relocation is possible so that all can attend the Fall Tree Seminar afterwards.

The Tree Board's Fall Tree Seminar is at 7 p.m. September 25 at Meadowbrook Clubhouse.

**Adjourn**

Travis W. made a motion to adjourn the meeting. Nathan seconded the motion. All in favor. The meeting adjourned at 7:18 p.m.



# PROUDLY SERVING

MISSION • PRAIRIE VILLAGE • ROELAND PARK • FAIRWAY • WESTWOOD • WESTWOOD HILLS • MISSION WOODS • MISSION HILLS



Johnson County Consolidated Fire District No. 2  
 Fire Chief Chick  
 3921 W 63rd Street, Prairie Village, KS 66208  
 913-432-1105 ContactUS@cfid2.org

## PRAIRIE VILLAGE FIRE ACTIVITY REPORT QUARTER 3 YTD 2024

**2024 Q3 YTD TOTAL CALLS**  
**2143**

**2023 Q2 YTD TOTAL CALLS**  
**2091**

**2024 Q3 YTD FIRE Calls**  
**15**

**2023 Q3 YTD FIRE Calls**  
**23**

**2024 Q3 YTD EMS Calls**  
**1332**

**2023 Q3 YTD EMS Calls**  
**1247**

**2024 Q3 YTD HAZMAT Calls**  
**86**

**2023 Q3 YTD HAZMAT Calls**  
**65**

**2024 Q3 YTD SPECIAL OPS Calls**  
**212**

**2023 Q3 YTD SPECIAL OPS Calls**  
**197**

**2024 Q3 YTD ALL OTHER Calls**  
**498**

**2023 Q3 YTD ALL OTHER Calls**  
**559**

### Response Times Breakdown

	2024	2023
<b>Turnout</b> (alarm to out the door)		
Emergent Fire	1:14	1:05
Emergent EMS	0:58	1:02
All Calls (Emergent & Non-Emergent)	0:59	0:59
<b>Travel</b> (time to arrival on the scene)		
Emergent Fire	3:28	2:53
Emergent EMS	3:57	3:57
All Calls (Emergent & Non-Emergent)	4:29	4:07

# PRAIRIE VILLAGE

## THIRD QUARTER CRIME REPORT - 2024

	2020	2021	2022	2023	2024	Average	2024+/-
<b>Calls For Service</b>							
Calls By Officers	4,960	5,123	5,941	6,380	6,391	5,759.0	632.0
Calls By CSOs	832	738	748	788	703	761.8	-58.8
<b>Calls For Service Total</b>	<b>5,792</b>	<b>5,861</b>	<b>6,689</b>	<b>7,168</b>	<b>7,094</b>	<b>6,520.8</b>	<b>573.2</b>
<b>Offenses</b>							
Burglary Residence	12	15	14	16	8	13.0	-5.0
Aggravated Burglary	3	12	6	6	9	7.2	1.8
Burglary Business / Church / Other	2	2	3	1	3	2.2	0.8
Arson	0	0	0	0	1	0.2	0.8
Assault / Battery	47	69	62	55	63	59.2	3.8
Criminal Damage	65	57	83	79	61	69.0	-8.0
Forgery	5	7	5	9	15	8.2	6.8
Fraud	50	42	62	61	50	53.0	-3.0
Homicide	1	1	0	0	0	0.4	-0.4
Rape	2	3	2	3	2	2.4	-0.4
Robbery	2	3	3	1	0	1.8	-1.8
Sex Offenses	6	7	4	6	4	5.4	-1.4
Trespassing	10	7	0	2	2	4.2	-2.2
Weapons Violations	8	4	3	7	5	5.4	-0.4
<b>Offenses Total</b>	<b>213</b>	<b>229</b>	<b>247</b>	<b>246</b>	<b>223</b>	<b>231.6</b>	<b>-8.6</b>
<b>Thefts</b>							
All Other Theft	40	27	35	43	27	34.4	-7.4
Auto Theft	24	42	44	33	41	36.8	4.2
Shoplifting	17	14	21	19	17	17.6	-0.6
Theft from Building	23	23	21	36	26	25.8	0.2
Theft from Motor Vehicle	43	67	82	30	66	57.6	8.4
Theft of Motor Vehicle Parts	9	14	14	16	1	10.8	-9.8
<b>Thefts Total</b>	<b>156</b>	<b>187</b>	<b>217</b>	<b>177</b>	<b>178</b>	<b>183.0</b>	<b>-5.0</b>
<b>Arrests</b>							
Alcohol Related	24	19	14	7	9	14.6	-5.6
Drug Arrests	71	51	50	61	47	56.0	-9.0
DUI	83	93	78	78	53	77.0	-24.0
<b>Arrests Total</b>	<b>178</b>	<b>163</b>	<b>142</b>	<b>146</b>	<b>109</b>	<b>73.8</b>	<b>35.2</b>
<b>Crashes</b>							
No Injury	115	131	132	150	107	127.0	-20.0
Injury	36	48	46	50	50	46.0	4.0
Hit and Run Accidents	20	22	19	30	14	21.0	-7.0
Private Property	5	2	1	0	3	2.2	0.8
Fatal	0	0	0	0	0	0.0	0.0
<b>Crashes Total</b>	<b>176</b>	<b>203</b>	<b>198</b>	<b>230</b>	<b>174</b>	<b>196.2</b>	<b>-22.2</b>

	2020	2021	2022	2023	2024	Average	2024+/-
<b>Crime Prevention</b>							-
Open Door (Garage / Car)	453	393	278	249	226	319.8	-93.8
Residence Checks	68	50	61	66	38	56.6	-18.6
House Checks	141	206	298	441	383	293.8	89.2
<b>Crime Prevention Total</b>	<b>662</b>	<b>649</b>	<b>637</b>	<b>756</b>	<b>647</b>	<b>670.2</b>	<b>-23.2</b>
<b>Miscellaneous</b>							-
Failure to Yield	0	67	52	99	98	63.2	34.8
Medical Calls	345	388	600	921	1,170	684.8	485.2
Mental Health Total	259	208	164	207	218	211.2	6.8
Traffic Stops	4,413	6,273	3,926	5,506	4,247	4873.0	-626.0
<b>Miscellaneous Total</b>	<b>5,017</b>	<b>6,936</b>	<b>4,742</b>	<b>6,733</b>	<b>5,733</b>	<b>5,832.2</b>	<b>-99.2</b>

# MISSION HILLS

## THIRD QUARTER CRIME REPORT - 2024

	2020	2021	2022	2023	2024	Average	2024+/-
<b>Calls For Service</b>							
Calls By Officers	1,011	1,003	1,264	1,274	1,318	1,174.0	144.0
Calls By CSOs	63	48	85	72	78	69.2	8.8
<b>Calls For Service Total</b>	<b>1,074</b>	<b>1,051</b>	<b>1,349</b>	<b>1,346</b>	<b>1,396</b>	<b>1,243.2</b>	<b>152.8</b>
<b>Offenses</b>							
Burglary Residence	1	10	8	7	1	5.4	-4.4
Aggravated Burglary	1	8	4	2	4	3.8	0.2
Burglary Business / Church / Other	0	0	0	0	0	0.0	0.0
Arson	0	0	0	0	0	0.0	0.0
Assault / Battery	8	5	3	5	5	5.2	-0.2
Criminal Damage	10	16	20	22	7	15.0	-8.0
Forgery	0	1	0	1	0	0.4	-0.4
Fraud	4	7	22	6	7	9.2	-2.2
Homicide	0	0	0	0	0	0.0	0.0
Rape	0	0	0	0	0	0.0	0.0
Robbery	0	0	0	0	0	0.0	0.0
Sex Offenses	0	0	1	0	1	0.4	0.6
Trespassing	1	0	0	0	0	0.2	-0.2
Weapons Violations	0	0	0	2	4	1.2	2.8
<b>Offenses Total</b>	<b>25</b>	<b>47</b>	<b>58</b>	<b>45</b>	<b>29</b>	<b>40.8</b>	<b>-11.8</b>
<b>Thefts</b>							
All Other Theft	3	3	5	4	6	4.2	1.8
Auto Theft	9	13	17	5	10	10.8	-0.8
Shoplifting	0	0	0	1	0	0.2	-0.2
Theft from Building	6	3	5	3	3	4.0	-1.0
Theft from Motor Vehicle	19	15	31	19	17	20.2	-3.2
Theft of Motor Vehicle Parts	0	2	3	2	0	1.4	-1.4
<b>Thefts Total</b>	<b>37</b>	<b>36</b>	<b>61</b>	<b>34</b>	<b>36</b>	<b>40.8</b>	<b>-4.8</b>
<b>Arrests</b>							
Alcohol Related	6	3	0	1	5	3.0	2.0
Drug Arrests	9	13	7	3	14	9.2	4.8
DUI	19	8	11	8	22	13.6	8.4
<b>Arrests Total</b>	<b>34</b>	<b>24</b>	<b>18</b>	<b>12</b>	<b>41</b>	<b>12.9</b>	<b>28.1</b>
<b>Crashes</b>							
No Injury	13	14	14	20	15	15.2	-0.2
Injury	5	5	2	2	6	4.0	2.0
Hit and Run Accidents	4	2	4	4	4	3.6	0.4
Private Property	0	0	1	0	0	0.2	-0.2
Fatal	1	0	0	0	0	0.2	-0.2
<b>Crashes Total</b>	<b>23</b>	<b>21</b>	<b>21</b>	<b>26</b>	<b>25</b>	<b>23.2</b>	<b>1.8</b>

	2020	2021	2022	2023	2024	Average	2024+/-
<b>Crime Prevention</b>							-
Open Door (Garage / Car)	138	98	84	98	75	98.6	-23.6
Residence Checks	51	31	53	23	9	33.4	-24.4
House Checks	175	371	254	420	300	304.0	-4.0
<b>Crime Prevention Total</b>	<b>364</b>	<b>500</b>	<b>391</b>	<b>541</b>	<b>384</b>	<b>436.0</b>	<b>-52.0</b>
<b>Miscellaneous</b>							-
Failure to Yield	0	18	8	23	26	15.0	11.0
Medical Calls	22	33	52	55	78	48.0	30.0
Mental Health Total	20	19	21	27	16	20.6	-4.6
Traffic Stops	1,448	1,864	1,594	2,177	1,864	1789.4	74.6
<b>Miscellaneous Total</b>	<b>1,490</b>	<b>1,934</b>	<b>1,675</b>	<b>2,282</b>	<b>1,984</b>	<b>1,873.0</b>	<b>111.0</b>

# PRAIRIE VILLAGE / MISSION HILLS

## THIRD QUARTER CRIME REPORT - 2024

	2020	2021	2022	2023	2024	Average	2024+/-
<b>Calls For Service</b>							
Calls By Officers	5,971	6,126	7,205	7,654	7,709	6,933.0	776.0
Calls By CSOs	895	786	833	860	781	831.0	-50.0
<b>Calls For Service Total</b>	<b>6,866</b>	<b>6,912</b>	<b>8,038</b>	<b>8,514</b>	<b>8,490</b>	<b>7,764.0</b>	<b>726.0</b>
<b>Offenses</b>							
Burglary Residence	13	25	22	23	9	18.4	-9.4
Aggravated Burglary	4	20	10	8	13	11.0	2.0
Burglary Business / Church / Other	2	2	3	1	3	2.2	0.8
Arson	0	0	0	0	1	0.2	0.8
Assault / Battery	55	74	65	60	68	64.4	3.6
Criminal Damage	75	73	103	101	68	84.0	-16.0
Forgery	5	8	5	10	15	8.6	6.4
Fraud	54	49	84	67	57	62.2	-5.2
Homicide	1	1	0	0	0	0.4	-0.4
Rape	2	3	2	3	2	2.4	-0.4
Robbery	2	3	3	1	0	1.8	-1.8
Sex Offenses	6	7	5	6	5	5.8	-0.8
Trespassing	11	7	0	2	2	4.4	-2.4
Weapons Violations	8	4	3	9	9	6.6	2.4
<b>Offenses Total</b>	<b>238</b>	<b>276</b>	<b>305</b>	<b>291</b>	<b>252</b>	<b>272.4</b>	<b>-20.4</b>
<b>Thefts</b>							
All Other Theft	43	30	40	47	33	38.6	-5.6
Auto Theft	33	55	61	38	51	47.6	3.4
Shoplifting	17	14	21	20	17	17.8	-0.8
Theft from Building	29	26	26	39	29	29.8	-0.8
Theft from Motor Vehicle	62	82	113	49	83	77.8	5.2
Theft of Motor Vehicle Parts	9	16	17	18	1	12.2	-11.2
<b>Thefts Total</b>	<b>193</b>	<b>223</b>	<b>278</b>	<b>211</b>	<b>214</b>	<b>223.8</b>	<b>-9.8</b>
<b>Arrests</b>							
Alcohol Related	30	22	14	8	14	17.6	-3.6
Drug Arrests	80	64	57	64	61	65.2	-4.2
DUI	102	101	89	86	75	90.6	-15.6
<b>Arrests Total</b>	<b>212</b>	<b>187</b>	<b>160</b>	<b>158</b>	<b>150</b>	<b>86.7</b>	<b>63.3</b>
<b>Crashes</b>							
No Injury	128	145	146	170	122	142.2	-20.2
Injury	41	53	48	52	56	50.0	6.0
Hit and Run Accidents	24	24	23	34	18	24.6	-6.6
Private Property	5	2	2	0	3	2.4	0.6
Fatal	1	0	0	0	0	0.2	-0.2
<b>Crashes Total</b>	<b>199</b>	<b>224</b>	<b>219</b>	<b>256</b>	<b>199</b>	<b>219.4</b>	<b>-20.4</b>

	2020	2021	2022	2023	2024	Average	2024+/-
<b>Crime Prevention</b>							-
Open Door (Garage / Car)	591	491	362	347	301	418.4	-117.4
Residence Checks	119	81	114	89	47	90.0	-43.0
House Checks	316	577	552	861	683	597.8	85.2
<b>Crime Prevention Total</b>	<b>1,026</b>	<b>1,149</b>	<b>1,028</b>	<b>1,297</b>	<b>1,031</b>	<b>1,106.2</b>	<b>-75.2</b>
<b>Miscellaneous</b>							-
Failure to Yield	0	85	60	122	124	78.2	45.8
Medical Calls	367	421	652	976	1,248	732.8	515.2
Mental Health Total	279	227	185	234	234	231.8	2.2
Traffic Stops	5,861	8,137	5,520	7,683	6,111	6662.4	-551.4
<b>Miscellaneous Total</b>	<b>6,507</b>	<b>8,870</b>	<b>6,417</b>	<b>9,015</b>	<b>7,717</b>	<b>7,705.2</b>	<b>11.8</b>

# THE CITY OF PRAIRIE VILLAGE

## STAR OF KANSAS

DATE: October 30, 2024

TO: Mayor Mikkelson  
City Council

FROM: Wes Jordan 

SUBJECT: NOVEMBER PLAN OF ACTION

The following projects will be initiated during the month of November:

- Tomahawk Road Traffic Study - Keith/Byron (11/24)
- Update Fee Schedule - Adam (11/24)
- 2025 Legislative Platform - Nickie (11/24)
- Little Government Relations Contract Renewal - Nickie (11/24)
- Year-End Budget Expenditure Review - Jason/Dept. Heads (11/24)
- Annual Health Benefits Enrollment - Cindy/Tim (11/24)
- 2025 Salary Range Resolution - Cindy/Tim (11/24)
- Native American Heritage Month Proclamation - Adam (11/24)
- STO/UPOC Update - Deana (11/24)
- Annual Volunteer Applications for Committees - Staff (11/24)
- 2024 Employee Evaluations - Dept. Supervisors (11/24)
- First Washington Report to Council - Nickie (11/24)
- Annual Meetings with external Elected Officials - Nickie (11/24)
- UCS Presentation - Jason (11/24)
- 3<sup>rd</sup> Quarter Financial Report - Jason (11/24)
- 3<sup>rd</sup> Quarter Crime Stats - Capt. Taylor (11/24)
- 3<sup>rd</sup> Quarter FD Report - Chief Chick (11/24)
- City Hall/Justice Center Feasibility Update to Council - Melissa (11/24)
- 2024 Annual Report - Ashley (11/24)
- 2024 Exterior and Sustainability Grant Review - Nickie (11/24)
- 2024 Property Tax Rebate Review - Adam (11/24)
- Newsletter printing and mailing RFP - Ashley (11/24)

### In Progress

- Legislative Updates to Council - Nickie (10/24)
- Comprehensive Park Policy Review and Update - Meghan (10/24)
- Community Garden Kick Off - Ashley (10/24)
- Foundation Fundraising Video/Social Media Campaign - Ashley (10/24)

- Insurance Committee - Jason (10/24)
  - Mid-Year Review of Property & Casualty
- Holiday Event Planning - Meghan/JD (09/24)
  - Holiday Tree Lighting
  - Volunteer Appreciation Party
  - Gingerbread House Fundraiser
  - Staff luncheon
- Council Work Session Topics - Meghan (08/24)
- Kansas Gas Franchise Agreement - Adam/Alex (05/24)
- Outdoor Warning Siren Replacement 79<sup>th</sup> & Roe - Tim (05/24)
- 2024 Building Code Review Process - Nickie (04/24)
- Carbon Reduction/EV Charging Station - Wassmer Park - Keith (01/24)
- Safe Streets for All Grant/Citywide Traffic Study - Keith (01/24)
- Update Design Guidelines in R1-B - Nickie/Chris (05/23)
- Research Federal Infrastructure/Job Act Grants - Jason/Nickie/Keith (12/22)
- Subdivision Regulations Amendments/Easement Vacation - Nickie/Chris (04/22)
- Climate Action Plan, community phase - Meghan/Ashley (6/24)

#### Completed

- Cities Race to Zero CDP reporting - Ashley/Meghan (09/24)
- Feasibility Study/Mission Road Bible Church - Melissa/Staff (09/24)
- Ward Meeting Facilitation - Meghan/Ashley (08/24)
- Scooter Safety - Chief (10/24)
- November/December Village Voice - Ashley/Staff (10/24)
- Council Policy 029 Amendments - Adam (10/24)
- Short Term Rental Ban Ordinance - Nickie/Alex (10/24)
- Evergy Presentation to Council - Wes (10/24)

#### Removed

- Community Center Project - Staff

#### Ongoing

- City Hall/PD Project - Melissa/Staff (04/3/22)
- Disaster Recovery Plan - Dan/Tim (03/22)
- Recycle Right Initiative - Ashley (07/22)

#### Tabled initiatives

- Review & Update the City Code/Ordinances
- Review & update City Policies
- Single Use Plastic Bag Discussion - Staff (02/20) [pending Council direction]