



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, DECEMBER 5, 2024 AT 1:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Leah Cook**
- 3. Special Recognition**
 - ◆ **Blue Bell Aquatic Center - Best of the Best Top 10 Facility in the Nation**
- 4. Service Recognitions**
 - ◆ **JoAnne Hynes - Public Works - 10 Years**
 - ◆ **Ryian Marshall - Electric Department - 25 Years**
- 5. Proclamations**
 - ◆ **Texas Tourism Friendly Community Recognition**
- 6. Citizen Comments**

CONSENT AGENDA

7. Statutory Consent Agenda

The Statutory Consent Agenda includes non-controversial and routine items that Council may act on with one single vote. A councilmember may pull any item from the Consent Agenda in order that the Council discuss and act upon it individually as part of the Regular Agenda.

- 7.a. Approve the Minutes from the November 7, 2024, Regular City Council Meeting**

- 7.b. Approve the Ratification of a Purchase from WhenToWork, LLC in the Amount of \$3,600.00 Related to the Purchase of a Four-Year Software Subscription and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.c. Approve the Ratification of a Grant Payment to BK Stringer, Ltd. in the Amount of \$187,885.57 as Outlined in the Chapter 380 Economic Development Agreement Between the City of Brenham and BK Stringer, Ltd. and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.d. Approve a Three-Year License Agreement Between the City of Brenham and DataVox, Inc. for Cisco Collaboration Flex Plan in the Amount of \$13,725.00 Per Year through Texas Department of Information Resources Contract No. DIR-TSO-4167 and Authorize the Mayor to Execute Any Necessary Documentation**

WORK SESSION

- 8. Update and Presentation on the Smithsonian's Museum on Main Street (MoMs) Exhibit**
- 9. Discussion and Presentation on the City of Brenham's Charter**
- 10. Discussion and Presentation on the Guidelines and Criteria for Granting Tax Phase-In in a Reinvestment Zone Created in the City of Brenham**

REGULAR SESSION

- 11. Discuss and Possibly Act Upon the Appointment of a Brenham Municipal Court Presiding Judge and Associate Judge, Both for a Two Year Term Ending on December 31, 2026, and Authorize the Mayor to Execute Any Necessary Documentation**
- 12. Discuss and Possibly Act Upon Compensation for the Municipal Court Presiding Judge and Associate Judge and Authorize the Mayor to Execute Any Necessary Documentation**
- 13. Discuss and Possibly Act Upon Ordinance No. O-24-031 on Its Second Reading Amending the City of Brenham's FY23-24 Adopted Budget**
- 14. Discuss and Possibly Act Upon a Master Services and Purchasing Agreement Between the City of Brenham and Axon Enterprise, Inc. Related to Body Worn Cameras and In-Car Fleet Cameras for the Brenham Police Department and Authorize the Mayor to Execute Any Necessary Documentation**

15. Administrative/Elected Officials Report

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or salutary recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.

EXECUTIVE SESSION

16. Section 551.074, Texas Government Code - Personnel Matters - Discussion Concerning the Roles and Responsibilities of an Assistant City Manager and Associated Issues

ADJOURN

Executive Sessions: The City Council for the City of Brenham reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, including but not limited to §551.071 - Consultation with Attorney, §551.072 - Real Property, §551.073 - Prospective Gifts, §551.074 - Personnel Matters, §551.076 - Security Devices, §551.086 - Utility Competitive Matters, and §551.087 - Economic Development Negotiation

CERTIFICATION

I certify that a copy of the agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, December 2, 2024 at 12:30 p.m.

Jeana Bellinger, TRMC, CMC
City Secretary

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested twenty-four (24) hours before the meeting) by calling (979) 337-7567 for assistance.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2024 at _____ a.m./p.m.

Signature

Title

PROCLAMATION

WHEREAS, Travel and tourism provide significant economic impacts and cultural benefits for the City of Brenham; and,

WHEREAS, The City of Brenham, an authentic small Texas town, serves as the tourism hub for Washington County, providing a broad selection of lodging, dining, and entertainment options; and,

WHEREAS, The City of Brenham's Visit Brenham DMO is responsible for marketing a range of tourism attractions across the community and beyond into Washington County, including Brenham Historic Main Street District, Brenham Art Walk encompassing 20-plus giant outdoor murals, Horseshoe Junction Family Fun Park, Silver Wings Ballroom, Fireman's Park and Antique Carousel, Brenham Heritage Museum, Fire Museum, Historic Camptown, Historic Toubin Park, Texas Cotton Gin Museum, Chappell Hill Lavender & Berry Farm, Historic Baylor Campus, Washington on the Brazos State Historic Site, Barrington Plantation State Historic Site, and numerous festivals and tourism-related events; and,

WHEREAS, The City of Brenham has been recognized as a Music Friendly Community, exemplified by a wide range of live music venues, the annual Texas Arts and Music Festival, the Hot Nights Cool Tunes Summer Concert Series, and professional musical events at The Barnhill Center at Historic Simon Theatre and the O'Donnell Performing Arts Center at Blinn College; and,

WHEREAS, Statistics collected by Travel Texas reveal direct travel-related spending in the City totaling \$81.5M, with some 650 jobs registered, direct earnings attributed to travel expenditures totaling \$19.9M, and local tax receipts of \$6.6M; and,

WHEREAS, I urge all citizens to join city staff and City Council in recognizing the positive impact tourism has on the economic prosperity and image of Brenham and Washington County.

NOW, THEREFORE, I, Atwood C. Kenjura, Mayor of the City of Brenham, do hereby proclaim Brenham as a:

TOURISM FRIENDLY COMMUNITY

Atwood C. Kenjura
Mayor

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, November 7, 2024 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Atwood Kenjura
Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Paul LaRoche
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bisette, Assistant General Manager of Public Utilities Alton Sommerfield, Director of Water/Wastewater Bobby Keene, Director of Finance Stacy Hardy, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Police Chief Lloyd Powell, Assistant Police Chief Curtiss Schoen, Assistant Fire Chief David Cella, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Robin Hutchens, Karen Stack, Kyle Branham, Shawn Bolenbarr, Marisol Urbina, Jason Lange, Ande Bostain, Curtis Martin, Mason Patronella, Mason Guillen, Cyndi Boyd, Cyndi Longhofer, Brandi Garcia, Richard O'Malley, and Nancy Stafford.

Citizens/Others Present:

Robert and Ann Wilson.

Media Present:

Joshua Blaschke with KWHI, and Sarah Forsythe with Brenham Banner Press.

1. Call Meeting to Order

2. **Invocation and Pledges to the US and Texas Flags - Councilmember Adonna Saunders**
3. **Presentation of the Brazos American Institute of Architects Award**
4. **Service Recognitions**
 - ◆ **Susan Nienstedt - Human Resources and Risk Management - 25 Years**
 - ◆ **Alton Sommerfield - Public Utilities - 45 Years**
5. **Police Department Promotion**
 - ◆ **Crystal Buckner-Reyes, Sergeant**
6. **Citizen Comments**

Robert Wilson addressed the Council with a concern regarding the handicapped sections of the Simon Theater, stating they are not sufficient for the majority of key ticket holders. Wilson would like to see more accommodations made for the elderly and handicapped.

CONSENT AGENDA

7. **Statutory Consent Agenda**
 - 7.a. **Approve Ordinance No. O-24-029 on Its Second Reading Providing No Parking Zones on West Fifth Street in the City of Brenham**
 - 7.b. **Approve Ordinance No. O-24-030 on Its Second Reading Authorizing the Placement of a Stop Sign on Muse Street at Its Intersection with Harrington Street**
 - 7.c. **Approve Resolution No. R-24-018 Approving Amendment No. 3 of the Chapter 380 Economic Development Agreement Between the City of Brenham and BK Stringer, Ltd.**
 - 7.d. **Approve the Ratification of a Purchase from Brenntag Southwest Inc. in the Amount of \$51,111.00 for Water Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation**
 - 7.e. **Approve the City of Brenham 2025 City Holiday Calendar and Authorize the Mayor to Execute Any Necessary Documentation**
 - 7.f. **Approve a Three-Year License Agreement Between the City of Brenham**

and Milsoft Utility Solutions Related to the Outage Management System (OMS) in the Amount of \$34,500.00 and Authorize the Mayor to Execute Any Necessary Documentation

7.g. Award ITB No. 25-002 for Fleet Fueling Services for the City of Brenham Vehicle and Equipment Fleet to Alexander Oil and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Consent Agenda Items 7.a. through 7.g. as presented.

Mayor Kenjura called for a vote. The motion passed with Council voting as follows:

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

WORK SESSION

8. Discussion and Presentation on the City of Brenham Charter Article III - The City Council, Article IV - The City Manager; Finances, Article V - Improvement Bonds, Article VI - Taxation, and Article VII - Miscellaneous Provisions

City Secretary/Director of Administrative Services Jeana Bellinger presented this item. Bellinger began with a review from the City Council Work Session on May 16th related to three sections of Article III:

- **Sec. 4 - Terms of Office:** The City Council agreed to a three-term limit (12 years) for the offices of Mayor and Councilmember. The Council also agreed that any full or partial terms served prior to May 3, 2025 would not be considered for the purpose of term limitations. The Council directed staff to prepare the proposition wording to indicate that a member would need to sit out one-year before being elected to the office of Mayor or Councilmember again; however, a person could move between offices without the one-year lay off.
- **Sec. 14 - Salaries -** Bellinger explained that in May the City Council discussed increasing the salary for the Mayor from \$225 per month to \$550 per month and the salary for Councilmembers from \$225 per month to \$450 per month. After further discussion, the City Council agreed to move forward with this recommendation

- Section 17 - Bellinger explained that at the meeting in May, the City Council discussed at length whether city ordinances should require only one reading instead of two. Bellinger advised that based on the discussion in May, she was not recommending any change to this section and that all ordinances, except for emergency ordinances, would continue to require two readings.

Bellinger explained that Article's IV through VII include mostly grammatical, punctuation, and modernization of wording changes. Bellinger stated that Article VIII, Section 7, Improvement bonds, is being revised to reflect the current procedure and if approved by Council that would be a separate Proposition.

Bellinger informed the City Council that she and City Attorney Cary Bovey would be meeting and going through the Charter one more time and at the December 5th meeting she would bring back the final list of Propositions to be considered by the City Council. Bellinger stated that at this time she is predicting there will be 9-12 Propositions.

9. Discussion and Presentation on Re-Adopting Guidelines and Criteria for Granting Tax Phase-In in a Reinvestment Zone Created in the City of Brenham

Director of Economic and Community Development Teresa Rosales presented this item. Rosales stated that the Joint Compliance Committee for Tax Phase-In convened on June 25, 2024, to review potential modifications to the existing City of Brenham Tax Phase-In Policy adopted on May 4, 2023. The Committee recommended the following changes to the policy:

- Charge a \$500.00 application fee for all tax abatement applications. This fee will be refundable if the applicant does not qualify - it was decided that this will be brought back at a later time.
- The applicant must maintain or create within the first year and throughout the Tax Phase-In incentive period a minimum of ten (10) jobs with an average salary based on the current US Department of Labor minimum salary level for exempt positions. This average salary amount is whether the applicant's jobs are exempt or not. - it was suggested that the average salary be set at \$44,000.00.
- Eliminate all references to the Downtown Zone in the policy - it was suggested that the Downtown Zone be left with the first table valuation being raised to \$75,000.00.
- The project must add a minimum value to the tax roll, for eligible property, of \$2,500,00.00 - it was suggested that Level 1 and 2 be removed and begin valuations at Level 3, \$2,500,00.00.
- Added a definition of abatement to the glossary
- Mandated that the Washington County Chief Appraiser be given a copy of the complete tax abatement application.

City Manager Carolyn Miller advised that she attended the Main Street Advisory Board meeting on November 4th due to some concern about removing the downtown zone from the Tax Phase-In Reinvestment Zone. Miller provided the Board's feedback related to the changes being recommended:

- Brenham is part of the Texas Historical Commission's Texas Main Street Program. The Board questioned whether the comparison cities are also part of Texas' Main Street Program.
- The Board feels like there will be negative community perception if the Downtown District is eliminated from the tax phase-in process.
- The Board expressed concerns about insurance and taxes causing financial hardship for all downtown property owners and the tax phase-in incentives could determine whether a business prospect locates in downtown or chooses another location in Brenham.
- The Board expressed concerns that even though only two businesses have applied and been granted incentives in the past 10 years, they feel that other businesses may not have known about the tax phase-in program.
- The Board requested that, instead of removing downtown from the policy, that the minimum valuation be increased from \$50,000.00 to \$150,000.00.

REGULAR SESSION

10. Discuss and Possibly Act Upon Resolution No. R-24-019 Regarding Citizens Participation and Civil Rights Policies and Procedures Required to be Adopted by Grant Recipients for the Award of the Community Development Block Grant Program (Contract No. GLO 24-065-E764) from the Texas General Land Office (GLO) for Street and Drainage Improvements to Lott Lane and Shepard Lane

Director of Public Works Dane Rau presented this item. Rau explained that this Resolution is part of the requirements related to the Community Development Block Grant in which the City received \$1,044,500.00 for street and drainage improvements to Lott Ln and Shepard Ln.

A motion was made by Councilmember Canales and seconded by Councilmember Cook to approve Resolution No. R-24-019 regarding Citizens Participation and Civil Rights Policies and Procedures required to be adopted by grant recipients for the award of the Community Development Block Grant Program (Contract No. GLO 24-065-E764) from the Texas General Land Office (GLO) for street and drainage improvements to Lott Lane and Shepard Lane.

Mayor Kenjura called for a vote. The motion passed with Council voting as follows:

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

11. Discuss and Possibly Act Upon Resolution No. R-24-020 Designating Authorized Signatories for Contractual Documents and Documents Requesting Funds for the Community Block Grant Program (CDBG) Related to Street and Drainage Improvements

Director of Public Works Dane Rau presented this item. Rau explained that with the upcoming Community Development Block Grant a Resolution is needed to authorize certain staff and members of Council to act as designated signatories. Rau explained that the Mayor and the City Manager will be authorized to execute contractual documents associated to the Community Development Block Grant Program and execute environmental review documents between the Texas General Land Office and the City. Rau continued that the Mayor, City Manager, Public Works Director, and Finance Director will be authorized to execute the State of Texas Purchase Voucher and Request for Payment Form documents required for requesting funds approved in the Community Development Block Grant Program.

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to approve Resolution No. R-24-020 designating authorized signatories for contractual documents and documents requesting funds for the Community Block Grant Program (CDBG) related to street and drainage improvements.

Mayor Kenjura called for a vote. The motion passed with Council voting as follows:

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

12. Discuss and Possibly Act Upon Resolution No. R-24-021 Authorizing the Submission of a Grant Application to the Texas Department of Agriculture (TDA) for the Community Development Block Grant (CDBG) Program for Street and Drainage Improvements

Purchasing/Public Works Project Manager Kyle Branham presented this item. Branham stated that TDA has increased these grant funds from \$500,000.00 to \$750,000.00 to help with the increase of construction costs, with the City needing to contribute a match of \$125,000.00 . Branham explained that this is a two-phase application process; the first phase is mostly information about the city and our high-level project interest and if scored high enough, the City will be invited to the second phase where the City will hire an engineer to identify project details.

Branham advised that it is the City's intent to use these funds to provide a wider asphalt roadway and have concrete curb and gutter infrastructure to Lott and Shepard Lane. Branham explained that these roadways are less than 22' and have insufficient drainage, this grant will help bring these roadways up to city standards. Branham continued that this area was annexed in 2008 and only minor improvements have been made thus far.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve Resolution No. R-24-021 authorizing the submission of a grant application to the Texas Department of Agriculture (TDA) for the Community Development Block Grant (CDBG) Program for street and drainage improvements.

Mayor Kenjura called for a vote. The motion passed with Council voting as follows:

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

13. Discuss and Possibly Act Upon Resolution No. R-24-022 Requesting the State Legislature Designate Brenham as the Ice Cream Capital of Texas

Director of Tourism and Marketing Jennifer Eckermann presented this item. Eckermann explained that a City Councilperson from Deer Park approached the City informing us they have "The Birthplace of Texas" trademarked. Eckermann stated that the City began discussions concerning a change that makes the most sense for Brenham; therefore, pursuing official recognition as "The Ice Cream Capital of Texas". Eckermann advised that after speaking with Senator Kolkhorsts office, it was determined a Resolution would be needed in order to officially claim the title of "The Ice Cream Capital of Texas".

A motion was made by Councilmember Saunders and seconded by Mayor Pro

Tem Kolby to approve Resolution No. R-24-022 requesting the State Legislature designate Brenham as the Ice Cream Capital of Texas.

Mayor Kenjura called for a vote. The motion passed with Council voting as follows:

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

14. Discuss and Possibly Act Upon Resolution No. R-24-023 Amending Resolution No. R-24-002 Approving the Submission of a Grant Application through the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Projects

Lieutenant Steven Eilert presented this item. Eilert explained that in February 2024, Council approved Resolution No. R-24-002 authorizing the Police Department to apply for a grant from the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division, (LETPA Projects) for One (1) DJI Matrice 350 RTK Drone and Applicable Equipment. Eilert explained that after applying for the grant, the City was notified by the OOG that the federal government had placed an exclusion on DJI Technology Co., Ltd (DJI) meaning the City is unable to make this purchase this drone. Eilert stated that an approved replacement manufacturer has been found with quotes for one (1) Autel Alpha Drone and Applicable Equipment, therefore requiring an amended Resolution.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve Resolution No. R-24-023 amending Resolution No. R-24-002 approving the submission of a grant application through the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Projects.

Mayor Kenjura called for a vote. The motion passed with Council voting as follows:

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

15. Discuss and Possibly Act Upon Resolution No. R-24-024 Authorizing the Acceptance of a Grant through the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Projects

Lieutenant Steven Eilert presented this item. Eilert advised that this is a companion item to the previous item changing the vendor on a grant Resolution. Eilert explained that the City has been notified that it was awarded the grant in the amount of \$28,041.00. Eilert explained that a Resolution is needed for Council's consideration to accept the award and there are no matching funds required.

A motion was made by Councilmember Canales and seconded by Councilmember Cook to approve Resolution No. R-24-024 authorizing the acceptance of a grant through the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Projects.

Mayor Kenjura called for a vote. The motion passed with Council voting as follows:

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

16. Discuss and Possibly Act Upon a Project Proposal from Lower Colorado River Authority (LCRA) for a Five-Year Electric Engineering System Study with Electrical System Visual Inspection and Authorize the Mayor to Execute Any Necessary Documentation

Mayor Kenjura stated that this item will be passed on for consideration at a later City Council meeting.

17. Discuss and Possibly Act Upon the Purchase of One (1) Vermeer Hydrovac Unit for the City of Brenham Electric Department through BuyBoard Contract No. 597-19 and Authorize the Mayor to Execute Any Necessary Documentation

Fleet and Facility Supervisor Stephen Draehn presented this item. Draehn explained the electric Department is requesting to purchase one (1) Vermeer LP573XDT Hydrovac Unit for use in excavating and identifying underground utilities. Draehn explained that vacuum excavation reduces the need for manual hand digging or abrasive excavation methods (via traditional hydraulic excavators), which lessens the associated health risks for workers on site. Draehn stated that the proposed unit will be trailer mounted and will contain a 24 hp diesel engine, 580 CFM vacuum pump, and a debris tank with a hydraulically operated rear door.

Draehn advised that a quote was obtained from Vermeer Texas-Louisiana through BuyBoard contract #597-19 for the amount of \$65,900.00 and includes the Hydrovac Unit, pre-delivery inspection, and BuyBoard Administrative Fee.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve the purchase of one (1) Vermeer Hydrovac Unit for the City of Brenham Electric Department from Vermeer Texas-Louisiana in the amount of \$65,900.00 through BuyBoard Contract No. 597-19 and authorize the Mayor to execute any necessary documentation.

Mayor Kenjura called for a vote. The motion passed with Council voting as follows:

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

18. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- November 7th - Ladies Night Out 4:00 p.m. - 7:00 p.m.
- November 7th - Faith Mission Gala at 5:30 p.m.
- November 11th - Washington County Veterans Association Veterans Day Luncheon at 11:00 a.m.
- November 11th - City Offices Closed for Veterans Day
- November 21st - Regular City Council meeting

Council adjourned into Executive Session at 3:08 p.m.

EXECUTIVE SESSION

**19. Section 551.074 - Texas Government Code - Deliberation Regarding
Personnel Matters - Discussion Regarding the Appointment of a Brenham
Municipal Court Presiding Judge**

Executive Session adjourned at 3:53 p.m.

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting **AGENDA ITEM 7.b**

Agenda Item: **Approve the Ratification of a Purchase from WhenToWork, LLC in the Amount of \$3,600.00 Related to the Purchase of a Four-Year Software Subscription and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: December 5, 2024

Department: Parks

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

When to Work is a scheduling system that we have used since 2009 to help manage the 70+ part-time staff on a yearly basis. The system allows us to make schedules, send messages, send reminders, send urgent text messages. It also allows employees to set their preferred times, ask for days off, post any shift they can not work, pick up other shifts, etc. It has been a lifesaver for the management staff when making schedules.

This past year we were notified that the When to Work subscription would be increasing. We had been paying around \$850.00/year and were told with new features they were adding to the application there would be price increases to all users. Our yearly rate would be increasing to \$1320.00 for existing users. After much discussion with the company we were offered a 25% discount for a 4-year term, \$3600.00 saving us \$1680.00 in the 4 years and bringing the cost of the subscription to \$900/year more in line with what we had been paying.

This opportunity would also allow us to research to see if there were any other scheduling systems out there offering the features we need at a lower cost.

We had the money with savings in our budget and were given the OK to move forward with the 4-year contract.

ATTACHMENTS:

1. WhenToWork, LLC - Invoice

RECOMMENDATION:

Approve the ratification of a purchase from WhenToWork, LLC in the amount of \$3600.00 related to the purchase of a four-year software subscription and authorize the Mayor to execute any necessary documentation.



WhenToWork, LLC
360 E 1st St #301
Tustin, CA 92780

INVOICE

To: **City of Brenham Blue Bell Aquatic Center**

Date: Feb 22, 2024

Invoice #: 30028623-100-48-PRO-24

Subscription #: 30028623

Contact: Tammy Jaster
tjaster@cityofbrenham.org

Maximum Number of Employees	Service Provided	Service Period	Amount
Up to 100 Employees	Online Scheduling at WhenToWork.com for 48 months Pro Plan	48 months beginning Mar 10, 2024	\$3600
Amount in US DOLLARS:			\$3600
Please make check payable in US DOLLARS to: WhenToWork, LLC			

Questions? Contact us: (877) 993-8682 or customersuccess@when2work.com

Payment Methods: All major credit cards, checks and money orders in US Dollars are accepted.

Downloads: [Payment Info PDF](#) [WhenToWork W9](#)

Purchase Orders: Your account is only extended upon receipt of the actual check, so please be sure the purchase order terms provide for the check to arrive before the account expiration date. Purchase orders may be emailed to: billing@When2Work.com or faxed to: 866 487-3922. If you have a group subscription, the "Maximum Number of Employees" applies to the combined employee total in all linked accounts.

Notes:

- WhenToWork, Inc Federal Tax ID: 20-4595404
- No refunds are given for partial use of time period or reduction in employee total.
- Exceeding the number of employees chosen will result in additional costs.
- Use of WhenToWork.com is subject to our [WhenToWork Terms of Service](#)

T. Jaster
149-424
Prices increasing
locking in price



City Council Regular Meeting
AGENDA ITEM 7.c

Agenda Item: **Approve the Ratification of a Grant Payment to BK Stringer, Ltd. in the Amount of \$187,885.57 as Outlined in the Chapter 380 Economic Development Agreement Between the City of Brenham and BK Stringer, Ltd. and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: December 5, 2024

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

In accordance with the terms established in the Chapter 380 Economic Development Agreement BK Stringer, Ltd. (Baker Katz) is entitled to receive a percentage share of the City's 1% sales tax revenue generated in the Brenham Crossing shopping center. BK Stringer, Ltd. has satisfied the obligations and duties of this agreement in order to qualify for the grant payment from the City of Brenham, which was due on December 1, 2024.

ATTACHMENTS:

None

RECOMMENDATION:

Approve the ratification of a grant payment to BK Stringer, Ltd. in the amount of \$187,885.57 as outlined in the Chapter 380 Economic Development Agreement between the City of Brenham and BK Stringer, Ltd. and authorize the Mayor to execute any necessary documentation.



City Council Regular Meeting **AGENDA ITEM 7.d**

Agenda Item: **Approve a Three-Year License Agreement Between the City of Brenham and DataVox, Inc. for Cisco Collaboration Flex Plan in the Amount of \$13,725.00 Per Year through Texas Department of Information Resources Contract No. DIR-TSO-4167 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: December 5, 2024

Department: Information Technology

Staff Contact: Kevin Schmidt, IT Manager

SUMMARY STATEMENT:

The attached quote is for our Cisco Flex licensing subscription, which covers the software licensing and technical support of the City's major phone system components. This is required to keep the system upgraded for security and compatibility, and enabled us to contact support to resolve technical issues. The current Flex subscription ends on December 31, 2024. This renewal would span from January 1, 2025 to December 31, 2027, and would be paid in three equal annual payments of \$13,725.00. This purchase is within budget for FY24-25, and will be purchased through the reseller DataVox with Texas DIR-TSO-4167 contract pricing.

ATTACHMENTS:

1. Cisco Phone System - 3-Year Agreement

RECOMMENDATION:

Approve a three-year license agreement between the City of Brenham and DataVox, Inc. for Cisco Collaboration Flex Plan in the amount of \$13,725.00 per year through Texas Department of Information Resources Contract No. DIR-TSO-4167 and authorize the Mayor to execute any necessary documentation.



6650 W. Sam Houston Pkwy S, Houston, TX 77072

t. (713)881-5300 www.datavox.net

Quote # DVXQ27109-07

Date Nov 25, 2024

Expiration 30 Days

Prepared for:

City of Brenham

200 W. Vulcan, Brenham
Brenham, 77834
USA

Rolando Arroyo

Email rarroyo@cityofbrenham.org

Phone 979-337-7200

Customer ID #

Project #

Ship to Information:

City of Brenham

200 W. Vulcan, Brenham
Brenham, 77834
USA

attn: Rolando Arroyo

Here is the quote you requested.

DataVox Contact:

Account Manager: Agustin Zentay

Phone 713-881-7159

Email agustinz@datavox.net

Prepared by: Brett Hodgden

Phone 713-881-7443

Email bretth@datavox.net



Contract Vehicle:

Texas DIR

DIR Vendor Number:

DataVox Texas DIR Vendor Number **176-025-1479-000**

DIR Contract Number:

DIR-TSO-4167

This contract information must appear on the purchase order

Cisco UC Upgrade - 3 YR Term - Annual Billing

Part #	Description	Contract#	Service	Qty	Unit Price	Ext. Price
Collaboration Flex Plan (3 Year Term - Paid Annually)						
	<i>Annual Commitment</i>	DIR-TSO-4167				
A-FLEX-3	Collaboration Flex Plan 3.0	DIR-TSO-4167	---	1	\$0.00	\$0.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	DIR-TSO-4167	---	350	\$0.00	\$0.00

Part #	Description	Contract#	Service	Qty	Unit Price	Ext. Price
A-FLEX-EAPL	EntW On-Premises Calling	DIR-TSO-4167	---	250	\$54.90	\$13,725.00
	Miscellaneous	DIR-TSO-4167				
A-FLEX-SME-S	Session Manager (1)	DIR-TSO-4167	---	1	\$0.00	\$0.00
A-FLEX-SRST-E	SRST Endpoints (1)	DIR-TSO-4167	---	500	\$0.00	\$0.00
A-FLEX-P-EA	On-Premises Smart License - EA (1)	DIR-TSO-4167	---	300	\$0.00	\$0.00
A-FLEX-P-ACC	Access Smart License (1)	DIR-TSO-4167	---	50	\$0.00	\$0.00
A-FLEX-P-CA	Common Area Smart License (1)	DIR-TSO-4167	---	125	\$0.00	\$0.00
A-FLEX-P-UCXN	Unity Connection Smart License (1)	DIR-TSO-4167	---	300	\$0.00	\$0.00
A-FLEX-P-ER	Emergency Responder Smart License (1)	DIR-TSO-4167	---	750	\$0.00	\$0.00
A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	DIR-TSO-4167	---	1	\$0.00	\$0.00
A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	DIR-TSO-4167	---	300	\$0.00	\$0.00
A-FLEX-MSG-ENT	Messaging Entitlement	DIR-TSO-4167	---	300	\$0.00	\$0.00
A-FLEX-FILESTG-ENT	File Storage Entitlement	DIR-TSO-4167	---	6,000	\$0.00	\$0.00
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	DIR-TSO-4167	---	300	\$0.00	\$0.00
A-FLEX-EXP-RMS-S	Expressway Rich Media Session included with Flex (1)	DIR-TSO-4167	---	50	\$0.00	\$0.00
A-FLEX-SW-15-K9	On-Premises SW Bundle v15	DIR-TSO-4167	---	1	\$0.00	\$0.00
A-SW-EXPWY-15X-K9	Expressway Version 15 Restricted Software	DIR-TSO-4167	---	1	\$0.00	\$0.00
					SubTotal	\$13,725.00

Recurring Amounts:

\$13725.00 Billed Yearly

SubTotal	\$13,725.00
Tax	\$0.00
Total	\$13,725.00

Purchase Notes

- A 15% restocking fee will be applied to all returned equipment. Custom built designs and configurations may not be returnable.

Acceptance of Proposal

When (but only when) signed by Customer shall this be a binding, legal contract. The prices, specifications, and conditions in this quote are satisfactory and are hereby accepted in their entirety. Customer hereby agrees to purchase the equipment and, if applicable, authorizes DataVox to perform the work and provide the materials specified, and payment will be made as outlined above. Any changes in the equipment or installation may result in a change in the price.

THIS QUOTE, WHEN SIGNED BY CUSTOMER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS FOUND AT http://www.datavox.net/DataVox_Standard_Terms_and_Conditions.pdf. THERE ARE NO OTHER AGREEMENTS OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS DOCUMENT. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES. Customer acknowledges having read and understood all of the terms and conditions printed herein as well as those found in the online document and acknowledges receipt of a complete executed copy of this quote.

(Printed Name)

(Signature)

(Date)

Cisco Collaboration Flex Plan Contract

Contract Term and Termination

The term of this Cisco Collaboration Flex Plan Contract ("Agreement") is 36 months. The billing for this Agreement will be Annual.

Customer may not terminate this Agreement for convenience.

Application of Credits During Renewal Periods

If applicable, any Transfer Credits or Competitive Credits that were applied during the original term of this Agreement shall be applied to any automatic renewal periods.

If Customer declines to participate in any automatic renewal periods, the applicable Transfer or Competitive credits, if any, will not be carried forward on any future renewal periods.

If applicable, the SWSS Residual Credits will not apply to any future renewal periods.

Terms and Conditions

In addition to the *DataVox Standard Terms and Conditions* found at <https://www.datavox.net/terms-and-conditions/>, the following Cisco terms and conditions apply to this Agreement:

Cisco Cloud and Software Terms and Conditions:

<https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html>



Cisco Collaboration Flex Plan Contract

Additional Documentation

Customer must accurately complete a *Cisco End User Information Form (EUIF)*, to be provided by DataVox, and shall return the executed form to DataVox upon execution of a Purchase Order or DataVox Proposal, whichever is sooner.

Approval Signature

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Contract to be duly executed

DataVox, Inc.

City of Brenham ("Customer")

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



City Council Regular Meeting **AGENDA ITEM 8**

Agenda Item: Update and Presentation on the Smithsonian's Museum on Main Street (MoMs) Exhibit

Meeting Date: December 5, 2024

Department: Tourism & Marketing

Staff Contact: Jennifer Eckermann, Director of Tourism & Marketing

SUMMARY STATEMENT:

It was about a year and half ago when we first started talking about whether we should apply to host Museum on Main Street, the traveling exhibit program of the Smithsonian. Now, all these months later, we are set to open on Saturday, December 7, with the exhibit running through January 19, 2025.

I can't tell you how much of a collaborative community effort this has been – the response and participation has been outstanding – and we believe the impact for heritage tourism will be felt for years to come.

At the December 5 meeting, Visit Brenham will be sharing all the Smithsonian happenings to be experienced over the coming weeks. Get ready. It's going to be fantastic, thanks to participation by people and organizations all over Brenham and Washington County!

ATTACHMENTS:

None

RECOMMENDATION:

No action - discussion and presentation only.



City Council Regular Meeting
AGENDA ITEM 9

Agenda Item: Discussion and Presentation on the City of Brenham's Charter

Meeting Date: December 5, 2024

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

As discussed at the November 21st City Council meeting, staff will provide the City Council with detailed information on the proposed eleven (11) propositions for the May 2025 Special Election ballot.

ATTACHMENTS:

1. Charter Review

RECOMMENDATION:

No action required - discussion only.



City of Brenham Charter Review

A Presentation From The
Office of the City Secretary
December 5, 2024

1

Proposition Preparation

- Reviewed the Charter; one Article at a time
- A majority of the changes are to correct punctuation, spelling, grammar and modernization of wording
- Recommending 11 propositions for the May 2025 ballot
- 9 of the propositions are from Article III

2

Proposition A

- Proposition A will include the following corrections:
 - Grammar/spelling/punctuation
 - Modernization of wording
 - Section references and numbering
- These can be found in various sections all throughout the Charter

3

Proposition B

- Article I, Sec. 2 - Boundaries
 - Amended to state that any change to the city's boundaries, through annexation or disannexation, will be done in accordance with applicable federal, state or other law.

4

Proposition C

➤ Article III, Sec. 4 – Terms of office

- Adds a 3-term term limit (12 years) to the offices of Mayor and Councilmembers
- Requires an entire year off before being eligible to serve again
- Non-consecutive terms will not be limited
- Terms, or partial terms, served prior to May 3, 2025 will not be considered for term limitations

5

Proposition D

➤ Article III, Sec. 6 – Qualifications to hold office of mayor, councilmembers and other officers and employees; conflict of interests

- Clarifies that any officer failing to possess the qualifications to hold the office of Mayor, Councilmember or other officer shall automatically forfeit their office
- Conflict of interest language moved to a new Section

6

Proposition E

- Article III, Sec. 8 – Canvassing returns and declaring results of election; judges of its own election and qualification
 - Clarifies that the City Council shall be the judge of the qualifications of its members and that City Council's determination is final

7

Proposition F

- Article III, Sec. 9 – Regular election days
 - Amended to remove reference to a specific election day

8

Proposition G

➤ Article III, Sec. 10 – Runoff elections

- Removed all the references to specific dates and specified that runoff elections will be held in accordance with applicable law

9

Proposition H

➤ Article III, Sec. 13 – Organizational meeting; holding other meetings

- Clarified when the City Council must meet, whether after a regular election or a special election, for Councilmembers to qualify and assume their duties

10

Proposition I

➤ Article III, Sec. 14 – Salaries

- Increased the salary for the Mayor to \$550.00 per month and the salary for Councilmembers to \$450.00 per month

11

Proposition J

➤ Article III, Sec. 23 – Reserved

- New Section; wording moved from Section 6
- Clarified that Mayor, Councilmembers and other officers and employees must comply with Texas Local Government Code and other applicable laws related to conflicts of interest of local public officials

12

Proposition K

➤ Article VII, Sec. 7 – Official bonds

- Amending this Section to reflect the current practice related to the issuance requirement and approval of official bonds for appointed officers of the city

13



Discussion

14



What's Next?



- ✓ Work Session(s) to further review propositions:
 - ✓ *January 9, 2025 (if needed)*
- ✓ Two readings of an Ordinance to formally order the Special Election:
 - ✓ *January 23, 2025*
 - ✓ *February 6, 2025*

15



16



City Council Regular Meeting
AGENDA ITEM 10

Agenda Item: Discussion and Presentation on the Guidelines and Criteria for Granting Tax Phase-In in a Reinvestment Zone Created in the City of Brenham

Meeting Date: December 5, 2024

Department: Economic and Community Development

Staff Contact: Teresa Rosales, Director of Community & Economic Development

SUMMARY STATEMENT:

At the November 21st City Council meeting, staff discussed possible changes to the Tax Phase-In Policy. Since that meeting, staff has been working through all the changes and would like for City Council to review them one more time before bringing the final policy on December 19th for adoption.

ATTACHMENTS:

1. Tax Phase-In Presentation

RECOMMENDATION:

No action required - discussion only.



Teresa Rosales
Director of Economic and Community
City of Brenham
Washington County

Tax Phase-In Compliance Recommended Edits

December 5, 2024

1



Item 1 – Application Fee

Current

No Application Fee

Proposed by Committee

\$1,000

Feedback from City Council

Undecided

Staff Recommendation

\$300 Application Fee

ZERO (0) Application Fee for businesses in Downtown Zone

2



Item 2 – Salary

Current

Salary minimum \$36,000 (including benefits)

Proposed by Committee

Average salary based on the current US Dept of Labor (DOL) minimum salary for exempt positions (whether job is exempt or not). Currently at \$43,888 and increasing to \$58,656 by January 1, 2025

Feedback from City Council

Salary minimum \$44,000 (including benefits)

3



Item 3 – Downtown

Current

Downtown guidelines less restrictive in terms of minimum capital investment and job requirement.

Proposed by Committee

Remove all reference to downtown in terms of less restrictive guidelines

Feedback from City Council

Leave all guidelines as they are currently with the exception of minimum capital investment which should change to \$75,000.

4



Item 4 – Minimum Capital Investment

Current

\$300,000 for new businesses and \$150,000 for existing businesses

Proposed by Committee

\$5,000,000 for all businesses

Feedback from City Council

\$2,500,000 for all businesses (Exception: Businesses in Downtown Zone minimum of \$75,000)

5



Item 5 – Abatement Definition

Current

No definition for abatement.

Proposed by Committee

Add definition for abatement.

Feedback from City Council

Add definition for abatement

6



Item 6 – Application Process

Current

No provision to provide application copy to Chief Appraiser.

Proposed by Committee

Add provision to provide application copy to Chief Appraiser.

Feedback from City Council

Add provision to provide application copy to Chief Appraiser.

7



Policy Review and Effective Date

Per XI. SUNSET PROVISION

(a) This policy is effective upon the date of the adoption and will remain in force for two (2) years, at which time all Reinvestment Zones and Tax Phase-In incentive contracts created pursuant to its provisions may be reviewed by the City to determine whether the goals have been achieved. Based on that review, this policy may be modified, renewed or eliminated, providing that such actions shall not affect existing contracts.

The effective date of these changes will be the date it is formally adopted by Brenham City Council.

8



City Council Regular Meeting **AGENDA ITEM 11**

Agenda Item: Discuss and Possibly Act Upon the Appointment of a Brenham Municipal Court Presiding Judge and Associate Judge, Both for a Two Year Term Ending on December 31, 2026, and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: December 5, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

In December of even numbered years, the City Council considers reappointment of the Municipal Court Presiding and Associate Judges.

Since January 2020, Mr. John Winkelmann has served as the Presiding Judge. He will be stepping down in December to serve as the newly elected 335th Judicial District Court Judge. To fill this vacancy, we are recommending Mr. Jonas Lacina. In 2015 Mr. Lacina served as the City Prosecutor and worked well with our Municipal Court staff. We believe that with his knowledge and experience, he will serve the Municipal Court well in this position.

Judge Robert Wright has served as Associate Judge since September 2005. We are recommending the reappointment of Judge Wright to this position.

Both will serve a two-year term beginning January 1, 2025 and ending December 31, 2026.

ATTACHMENTS:

None

RECOMMENDATION:

Approve the appointment of Jonas Lacina as the Municipal Court Presiding Judge and Robert Wright as the Associate Judge, both for a two-year term ending on December 31, 2026 and authorize the Mayor to execute any necessary documentation.



City Council Regular Meeting **AGENDA ITEM 12**

Agenda Item: Discuss and Possibly Act Upon Compensation for the Municipal Court Presiding Judge and Associate Judge and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: December 5, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

As Council appointees, the compensation for the Presiding Judge and Associate Judge are set by the action of City Council. We are recommending an annual salary of \$30,000 for the Presiding Judge and \$27,000 for the Associate Judge for the two-year term beginning January 1, 2025 and ending December 31, 2026.

ATTACHMENTS:

None

RECOMMENDATION:

Approve an annual salary of \$30,000.00 for Presiding Judge Jonas Lacina, beginning January 1, 2025, and an annual salary of \$27,000.00 for Associate Judge Robert Wright, beginning January 1, 2025, and authorize the Mayor to execute any necessary documentation.



City Council Regular Meeting **AGENDA ITEM 13**

Agenda Item: Discuss and Possibly Act Upon Ordinance No. O-24-031 on Its Second Reading Amending the City of Brenham's FY23-24 Adopted Budget

Meeting Date: December 5, 2024

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

As originally presented at the November 21 City Council Meeting, the Budget Amendment for Fund 600 Operating Expenditures totaled \$2,527,490.00. Due to an adjustment posted during the final closing of FY2023-24 financial statements, the Budget Amendment for Fund 600 Operating Expenditures has been revised to \$2,528,975.00. This is an increase of \$1,485.00, which is an immaterial amount. However, the change is necessary for fund level budget purposes.

The FY2023-24 Budget Amendment for all other funds listed on Exhibit A is the same as presented at the November 21 City Council Meeting.

ATTACHMENTS:

1. O-24-031- FY24 Budget Amendment
2. Exhibit A - FY24 Budget Amendment

RECOMMENDATION:

Approve Ordinance No. O-24-031 on its second reading amending the City of Brenham's FY23-24 Adopted Budget.

ORDINANCE NO. O-24-031

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING THE FY2023-24 ADOPTED BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas has previously approved a budget for the fiscal year ending September 30, 2024, after having filed the same with the City Secretary and after holding public hearings on same, all after due notice as required by statute; and

WHEREAS, due to unforeseen circumstances and/or conditions, the City Council finds it is necessary to amend the FY2023-24 Budget for municipal purposes;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Brenham, Texas:

SECTION 1.

That the City Council of the City of Brenham, Texas, does hereby amend the budget for the City of Brenham, Texas for the fiscal year ending September 30, 2024, as shown on Exhibit A.

SECTION II.

This Ordinance shall take effect as provided by State Law and the Charter of the City of Brenham, Texas.

PASSED AND APPROVED on its first reading this 21st day of November 2024.

PASSED AND APPROVED on its second reading this 5th day of December 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

CITY OF BRENHAM
FY2023-24 ADOPTED BUDGET
BUDGET AMENDMENT #4
EXHIBIT A

FUND	PAGE NUMBER	REVENUES (INC)/DEC	GRANT	TRANSFERS-IN (INC)/DEC	OPERATING	TRANSFERS-OUT (INC)/DEC	NET CHANGE
			REVENUES (INC)/DEC		EXPENDITURES (INC)/DEC		TO FUND (INC)/DEC
101 GENERAL FUND	2	(908,145)	-	(40,000)	(583,140)	1,041,112	(490,173)
109 HOT TAX FUND	3	-	-	-	482,523	50,000	532,523
215 AIRPORT FUND	4	(34,800)	(50,000)	69,718	39,900	-	24,818
232 DONATIONS FUND	5	-	-	-	-	60,000	60,000
249 TOURISM & MARKETING FUND	6	35,000	-	(70,000)	(13,336)	-	(48,336)
225 MOTORCYLCE/PD EQUIP FUND	7	-	-	(160,830)	-	-	(160,830)
236 CAPITAL/NON ROUTINE FUND	8	-	-	(950,000)	-	-	(950,000)
135 SEWER CAPITAL PROJECTS FUND	9			528,334		25,297	553,631
250 BCDC FUND	10	-	-	-	446,718	(528,334)	(81,616)
600 EMPLOYEE BENEFITS	11	(2,850,535)	-	-	2,528,975	-	(321,560)
237 STREET/DRNG CAP IMP FUND	12	-	-	(59,787)	-	-	(59,787)
270 GEN GOVT CAP PROJECTS FUND	13	-	-	-	-	59,787	59,787
105 WASTEWATER FUND	14	(135,000)	-	(25,297)	437,724	(200,000)	77,427
104 WATER FUND	15	(263,950)	-	200,000	173,756	-	109,806
TOTAL		(4,157,430)	(50,000)	(507,862)	3,513,120	507,862	(694,311)

FUND 101 - GENERAL FUND

EXHIBIT A, Page 2

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
2. 4-140.00	SALES TAX	REVENUE	(INC)/DEC	(7,247,487)	(293,900)	(7,541,387)	Increased sales tax collections
4-102.00	TAX RECEIPTS-GENERAL FUND	REVENUE	(INC)/DEC	(6,332,843)	(280,615)	(6,613,458)	Increased final tax levy due to increased final valuations
4-513.00	INTEREST INCOME	REVENUE	(INC)/DEC	(139,805)	103,125	(36,680)	Money moved from BoB to TexPool/TexStar
4-513.30	INTEREST INCOME-TEXPOOL	REVENUE	(INC)/DEC	(11,325)	(225,800)	(237,125)	Increased interest income realized due to interest rate and fund balance
4-513.35	INTEREST INCOME-TEXSTAR	REVENUE	(INC)/DEC	(50,603)	(146,575)	(197,178)	Increased interest income realized due to interest rate and fund balance
4-530.00	INSURANCE PROCEEDS	REVENUE	(INC)/DEC	(25,554)	(64,380)	(89,934)	More insurance claims than anticipated/budgeted
6-000-602.25	INTERFUND TRNSF-PD EQUIP FD	TRANSFER OUT	INC/(DEC)	-	160,830	160,830	Transfer FY24 ABNR to fund FY25 purchase of Axon cameras (hardware only)
6-000-662.00	INTERFUND TRNSF-EQUIPMENT FUND	TRANSFER OUT	INC/(DEC)	-	950,000	950,000	Transfer FY24 ABNR to fund FY25 capital purchases
5-151-813.00	VEHICLES	EXPENDITURE	INC/(DEC)	421,038	(114,366)	306,672	PD Vehicles that will not be delivered until October
5-154-416.00	VETERINARIAN SERVICES	EXPENDITURE	INC/(DEC)	70,284	60,000	130,284	Price increase on vet services plus increase in # animals
5-123-402.00	AUDITS/CONSULTANT FEES	EXPENDITURE	INC/(DEC)	42,000	(42,000)	-	Move budget to Fund 600 - HUB fees paid from that fund
5-100-119.00	PERSONNEL ATTRITION FACTOR	EXPENDITURE	INC/(DEC)	(260,000)	(325,000)	(585,000)	Higher than budgeted attrition, which created ABNR
5-100-119.10	MEDICAL INS ATTRITION FACTOR	EXPENDITURE	INC/(DEC)	-	(141,774)	(141,774)	To adjust funding of Fund 600 due to attrition/lower premiums
5-110.106.10	HRA EXPENSES	EXPENDITURE	INC/(DEC)	20,000	(20,000)	-	HRA reimbursement program was not active in FY24
6-000-623.20	INTERFUND TRNSF-DONATIONS FUND	TRANSFER IN	(INC)/DEC	-	(60,000)	(60,000)	Transfer from Donations Fund to help cover increased Vet Services
6-000-601.09	INTERFUND TRNSF-HOTEL/MOTEL	TRANSFER IN	(INC)/DEC	(100,000)	20,000	(80,000)	Reallocate HOT tax to Fund 249 to pay for Geiger advertising expense
6-000-602.15	INTERFUND TRNSF-AIRPORT	TRANSFER OUT	INC/(DEC)	188,045	(69,718)	118,327	TXDOT RAMP grant program changes and bring fund balance to \$0
NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC					(490,173)		

FUND 109 - HOTEL/MOTEL FUND (HOT TAX)

EXHIBIT A, Page 3

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
3. 5-124-802.00	BUILDINGS	EXPENDITURE	INC/(DEC)	-	475,410	475,410	Purchase of The Barnhill Center
5-124-966.00	SIMON CENTER-CVB OPERATING E: EXPENDITURE	EXPENDITURE	INC/(DEC)	-	7,113	7,113	Purchase of The Barnhill Center-Interest on Brenham National Bank note
6-000-601.00	INTERFUND TRNSF-GENERAL	TRANSFER-OUT	INC/(DEC)	100,000	(20,000)	80,000	Reallocate HOT funds from General Fund to Tourism Fund for Geiger advertising
6-000-602.49	INTERFUND TRNSF-VISITOR CTR	TRANSFER-OUT	INC/(DEC)	925,000	70,000	995,000	Transfer from HOT Fund to Tourism Fund for MoMS program and Geiger advertising
NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC					532,523		

FUND 215 - AIRPORT FUND

EXHIBIT A, Page 4

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
4. 4-521.10	GRANT REVENUE-AIRPORT	REVENUE	(INC)/DEC	(50,000)	(50,000)	(100,000)	Revise budget for TXDOT RAMP Grant program changes
4-529.21	AVGAS FUEL SALES	REVENUE	(INC)/DEC	(79,200)	(34,800)	(114,000)	First year of AvGas sales and actual sales higher than budgeted
5-148-216.41	RESALE FUEL-AVGAS	EXPENDITURE	INC/(DEC)	65,700	28,900	94,600	First year of AvGas sales and actual sales higher than budgeted
5-148-924.00	CONTINGENCY-RAMP GRANT EXP	EXPENDITURE	INC/(DEC)	100,000	11,000	111,000	Revise budget for TXDOT RAMP Grant program changes
6-000-601.00	INTERFUND TRNSF-GENERAL	TRANSFER IN	(INC)/DEC	(188,045)	69,718	(118,327)	Adjust transfer from General Fund for budget amendments & fund balance
NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC					24,818		

FUND 232 - DONATIONS FUND

EXHIBIT A, Page 5

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
5. 6-000-601.00	INTERFUND TRNSF-GENERAL	TRANSFER-OUT	INC/(DEC)	-	60,000	60,000	Transfer to General Fund to help cover increased Vet Services at Animal Shelter
NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC					60,000		

FUND 249 - TOURISM & MARKETING FUND

EXHIBIT A, Page 6

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
6. 4-519.00	CULTURAL ARTS REVENUE	REVENUE	(INC)/DEC	(460,000)	35,000	(425,000)	Based on historical trends and actual results, budget was too high
5-100-409.00	ADVERTISING & PROMOTION	EXPENDITURE	INC/(DEC)	390,000	20,000	410,000	50% of Geiger expenditure authorized at 7/22/24 council meeting (other 50% in FY25 budget)
5-100-815.00	OTHER CAPITAL	EXPENDITURE	INC/(DEC)	52,500	(52,500)	-	The Barnhill Center AV upgrade - move to FY25
5-100-408.00	RENTALS & LEASES	EXPENDITURE	INC/(DEC)	-	19,164	19,164	Rent on The Barnhill Center October thru March
6-000-601.09	INTERFUND TRNSF-HOTEL/MOTEL	TRANSFER-IN	(INC)/DEC	(925,000)	(70,000)	(995,000)	Transfer from HOT Fund to Tourism Fund for MoMS program and Geiger advertising
NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC					(48,336)		

FUND 225 -MOTORCYCLE/PD EQUIPMENT FUND

EXHIBIT A, Page 7

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
7. 6-000-601.00	INTERFUND TRNSF-GENERAL	TRANSFER-IN	(INC)/DEC	-	(160,830)	(160,830)	Transfer of FY24 ABNR from GF101 to PD Eq Fund to use in FY25 for Axon cameras (hardware only)
NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC					(160,830)		

FUND 236 - CAPITAL/NON ROUTINE FUND

EXHIBIT A, Page 8

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
8. 6-000-601.00	INTERFUND TRNSF-GENERAL	TRANSFER-IN	(INC)/DEC	-	(950,000)	(950,000)	Transfer of FY24 ABNR to fund FY25 purchase of IT capital and fire alerting software
NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC					(950,000)		

FUND 135 - SEWER CAPITAL PROJECTS FUND**EXHIBIT A, Page 9**

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
9. 6-000-602.50	INTERFUND TRNSF-BCDC	TRANSFER-IN	(INC)/DEC	(828,000)	528,334	(299,666)	Reduce transfer from BCDC to Sewer Capital Projects for BBC Sewer extension project
6-000-601.05	INTERFUND TRNSF-SEWER	TRANSFER-OUT	INC/(DEC)	-	25,297	25,297	Return portion of FY23 \$90,000 transfer from Wastewater Fund
NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC					553,631		

FUND 250 - BCDC FUND

EXHIBIT A, Page 10

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
10. 6-000-601.35	INTERFUND TRNSF-SWR CAP PROJ	TRANSFER-OUT	INC/(DEC)	828,000	(528,334)	299,666	Addtl transfer from BCDC to Sewer Capital Projects for BBC Sewer extension project Repurchase of Bren Kitchens parcel (\$127,272) and Cap Westview parcel (\$319,447)
5-176-801.00	LAND	EXPENDITURE	INC/(DEC)	-	446,718	446,718	
NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC					(81,616)		

FUND 600 -EMPLOYEE BENEFITS FUND

EXHIBIT A, Page 11

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
11. 4-513.00	INTEREST INCOME	REVENUE	(INC)/DEC	-	(575)	(575)	Fund 600 not included in the FY2023-24 original budget
4-524.00	HEALTH INS PREMIUMS-CITY	REVENUE	(INC)/DEC	-	(2,140,570)	(2,140,570)	Fund 600 not included in the FY2023-24 original budget
4-524.10	HEALTH INS PREM-EMPLOYEE	REVENUE	(INC)/DEC	-	(355,065)	(355,065)	Fund 600 not included in the FY2023-24 original budget
4-524.40	VISION INSURANCE PREMIUMS-EMPL	REVENUE	(INC)/DEC	-	(11,800)	(11,800)	Fund 600 not included in the FY2023-24 original budget
4-524.50	DENTAL INSURANCE PREMIUMS-EMPL	REVENUE	(INC)/DEC	-	(88,895)	(88,895)	Fund 600 not included in the FY2023-24 original budget
4-524.60	FLEX/DC CONTRIB-EMPLOYEE	REVENUE	(INC)/DEC	-	(132,015)	(132,015)	Fund 600 not included in the FY2023-24 original budget
4-524.65	HSA CONTRIBUTIONS-EMPLOYEE	REVENUE	(INC)/DEC	-	(19,965)	(19,965)	Fund 600 not included in the FY2023-24 original budget
4-524.70	RETIREE HEALTH INS PREMIUMS	REVENUE	(INC)/DEC	-	(45,735)	(45,735)	Fund 600 not included in the FY2023-24 original budget
4-524.75	RETIREE DENTAL INS PREMIUMS	REVENUE	(INC)/DEC	-	(2,815)	(2,815)	Fund 600 not included in the FY2023-24 original budget
4-524.80	LIFE/LTD/AD&D INSURANCE PREM	REVENUE	(INC)/DEC	-	(51,155)	(51,155)	Fund 600 not included in the FY2023-24 original budget
4-590.00	MISCELLANEOUS REVENUES	REVENUE	(INC)/DEC	-	(1,945)	(1,945)	Fund 600 not included in the FY2023-24 original budget
5-100-402.00	AUDITS/CONSULTANT FEES	EXPENDITURE	INC/(DEC)	-	42,000	42,000	Fund 600 not included in the FY2023-24 original budget
5-100-941.00	FLEX/DCA CLAIMS	EXPENDITURE	INC/(DEC)	-	136,850	136,850	Fund 600 not included in the FY2023-24 original budget
5-100-943.00	HEALTH INSURANCE PREMIUMS	EXPENDITURE	INC/(DEC)	-	2,115,900	2,115,900	Fund 600 not included in the FY2023-24 original budget
5-100-943.10	HSA CONTRIBUTIONS-CITY & EE	EXPENDITURE	INC/(DEC)	-	61,300	61,300	Fund 600 not included in the FY2023-24 original budget
5-100-943.20	VISION INSURANCE PREMIUMS	EXPENDITURE	INC/(DEC)	-	11,775	11,775	Fund 600 not included in the FY2023-24 original budget
5-100-943.30	DENTAL INSURANCE PREMIUMS	EXPENDITURE	INC/(DEC)	-	91,650	91,650	Fund 600 not included in the FY2023-24 original budget
5-100-943.40	LIFE/LTD/AD&D INSURANCE PREM	EXPENDITURE	INC/(DEC)	-	69,500	69,500	Fund 600 not included in the FY2023-24 original budget
NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC					(321,560)		

FUND 237 - STREET/DRAINAGE CAPITAL IMPROVEMENTS FUND

EXHIBIT A, Page 12

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
12. 6-000-602.70	INTERFUND TRNSF-G GOVT CAP PRJ	TRANSFER-IN	(INC)/DEC	-	(59,787)	(59,787)	Addtl transfer from Gen Govt Capital Projects Fund (bond proceeds)
NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC					(59,787)		

FUND 270 -GENERAL GOVT CAPITAL PROJECTS FUND

EXHIBIT A, Page 13

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
13. 6-000-602.37	INTERFUND TRNSF-STREETS&DRAIN	TRANSFER-OUT	INC/(DEC)	-	59,787	59,787	Addtl transfer to Streets & Drainage Cap Improv Fund (bond proceeds)
NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC					59,787		

FUND 105 - WASTEWATER FUND

EXHIBIT A, Page 14

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
14. 6-000-601.35	INTERFUND TRNSF-SWR CAP PROJ	TRANSFER-IN	(INC)/DEC	-	(25,297)	(25,297)	Return portion of FY23 \$90,000 transfer to Sewer Capital Project Fund
6-000-604.00	INTERFUND TRNSF-WATER FUND	TRANSFER-OUT	INC/(DEC)	200,000	(200,000)	-	Transfer to Water Fund not made
4-710.30	INTEREST-TEXPOOL	REVENUE	(INC)/DEC	(25,000)	(135,000)	(160,000)	Higher interest rate
5-100-421.20	BOND ISSUANCE COSTS	EXPENDITURE	INC/(DEC)	-	84,428	84,428	Bond issuance cost not budgeted
5-100-860.15	PRINCIPAL-DEBT SERVICE	EXPENDITURE	INC/(DEC)	466,271	48,481	514,752	Bonds issued greater than what was budgeted
5-166-201.00	CHEMICALS	EXPENDITURE	INC/(DEC)	196,500	29,097	225,597	Increased chemical use due to increased industrial waste coming into plant
5-166-220.00	LAB SUPPLIES	EXPENDITURE	INC/(DEC)	8,000	20,956	28,956	Increased testing due to issues with increased industrial waste coming into plant
5-166-311.00	UTILITY PLANTS	EXPENDITURE	INC/(DEC)	109,000	59,350	168,350	Blower Repair on PO 24-14627
5-166-322.00	LIFT STATION MAINTENANCE	EXPENDITURE	INC/(DEC)	85,000	45,439	130,439	Pump replacements on PO 24-14511 and PO 24-14575
5-166-401.00	ELECTRICAL	EXPENDITURE	INC/(DEC)	784,271	50,756	835,027	Plant running additional hours due to increased industrial waste coming into plant
5-166-406.60	DISPOSAL FEES	EXPENDITURE	INC/(DEC)	7,500	39,540	47,040	Sludge and Landfill Fees due to increased industrial waste coming into plant
5-166-814.10	SCADA/COMMUNICATIONS	EXPENDITURE	INC/(DEC)	-	59,677	59,677	Move budget amount from Water Fund - equipment being purchased/used by Wastewater
NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC					77,427		

FUND 104 - WATER FUND

EXHIBIT A, Page 15

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
15. 4-603.00	WATER UTIL REVENUES	REVENUE	(INC)/DEC	(5,830,676)	(196,950)	(6,027,626)	Water rate increase
4-710.30	INTEREST-TEXPOOL	REVENUE	(INC)/DEC	(8,002)	(67,000)	(75,002)	Higher interest rate than budgeted
5-100-421.20	BOND ISSUANCE COSTS	EXPENDITURE	INC/(DEC)	-	76,171	76,171	Bond issuance cost not budgeted
5-100-904.00	GROSS REVENUE TAX	EXPENDITURE	INC/(DEC)	408,148	13,787	421,935	Increased revenue - tax is 7% of revenue
5-163-201.00	CHEMICALS	EXPENDITURE	INC/(DEC)	665,000	44,000	709,000	Increase in cost
5-163-220.00	LAB SUPPLIES	EXPENDITURE	INC/(DEC)	18,000	13,000	31,000	Increase in cost
5-164-408.10	RENTALS/LEASES-FLEET	EXPENDITURE	INC/(DEC)	20,000	20,975	40,975	Program extended beyond what was budgeted
5-164-708.00	METERS	EXPENDITURE	INC/(DEC)	120,000	50,520	170,520	Increase in replacement meters
5-164-708.10	SERVICE INSTALL REPLACEMENTS	EXPENDITURE	INC/(DEC)	55,110	14,980	70,090	Increase in replacement meters
5-163-814.10	SCADA/COMMUNICATIONS	EXPENDITURE	INC/(DEC)	77,134	(59,677)	17,457	Move budget amount to Wastewater Fund - equipment being purchased/used by Wastewater
6-000-605.00	INTERFUND TRNSF-SEWER FUND	TRANSFER-IN	(INC)/DEC	(200,000)	200,000	-	Wastewater Fund transfer not made
NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC					109,806		



City Council Regular Meeting **AGENDA ITEM 14**

Agenda Item: Discuss and Possibly Act Upon a Master Services and Purchasing Agreement Between the City of Brenham and Axon Enterprise, Inc. Related to Body Worn Cameras and In-Car Fleet Cameras for the Brenham Police Department and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: December 5, 2024

Department: Police

Staff Contact: Steven Eilert, Police Lieutenant

SUMMARY STATEMENT:

The Brenham Police Department is currently in the process of procuring a new body camera and in-car camera system. The existing camera system has reached the end of its life, and the current manufacturer is no longer producing body cameras or systems designed for law enforcement.

To find a suitable replacement, the Brenham Police Department has researched new camera systems and engaged in demonstrations with various vendors. After careful evaluation, Command Staff has identified the most fiscally responsible and high-quality product that meets the agency's needs. Notably, the new camera system includes cloud-based storage, which will help resolve existing data storage issues.

The selected vendor, Axon, supports over 2,000 law enforcement agencies across the country, and the Brenham Police Department already had a working relationship with them due to other Axon products currently being used by the Police Department. The agreement with Axon has a total cost of \$738,610.94 over five years. The initial payment will be \$276,385.18 with four annual installments of \$115,556.44 each. All the contract documents have been reviewed and approved by the City Attorney's office and the multi-year funding for this equipment has been reviewed and approved by the City's Chief Financial Officer Julie Flagg.

The department has applied for a reimbursement grant through the Office of the Governor to help offset some of the costs related to the purchase of body cameras; however, we are still awaiting confirmation about our application.

The Brenham Police Department respectfully requests that City Council approve the purchase of new body and in-car camera systems for our department.

ATTACHMENTS:

1. Master Services and Purchasing Agreement
2. COB Addendum
3. BPD Body Camera Quote
4. BPD In-Car Camera Quote

RECOMMENDATION:

Approve a Master Services and Purchasing Agreement between the City of Brenham and Axon Enterprise, Inc., for five (5) years in the amount of \$738,610.94, for body worn cameras and in-car fleet cameras for the Brenham Police Department and authorize the Mayor to execute any necessary documentation.



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.

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 actual amount paid for such Services as listed in the Quote. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party 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, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

upon notice to the Customer.

8. **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 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 unless termination is for uncured breach by Axon, in which case Customer is only responsible for fees incurred before the first day of the breach. 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 or for a reason other than due to Axon's failure to cure a material breach or for default, 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.
- 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.



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

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 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



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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. 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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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.



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 1¹. 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

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



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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.

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

System set up and configuration

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

Dock configuration

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

Best practice implementation planning session

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

System Admin and troubleshooting training sessions

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

Axon instructor training (Train the Trainer)

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

Evidence sharing training

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

End user go-live training and support sessions

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

[Implementation document packet](#)

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

Post go-live review

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

System set up and configuration (Remote Support)



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- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need
- Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration

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

Axon instructor training (Train the Trainer)

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

End user go-live training and support sessions

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

[Implementation document packet](#)

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

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

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

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

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

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

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

Axon Evidence Instructor training

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

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

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

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

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW



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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.**

- 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.
- 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

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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.



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.

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

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



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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.



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.



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.



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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.



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.



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.



Axon Virtual Reality Content Terms of Use Appendix

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

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



Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included 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.



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
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		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.



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).



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.



10.

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



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.



CITY OF BRENHAM

Addendum to Vendor's Contract

Vendor Name: Axon Enterprises, Inc. ("Vendor")

Vendor Address: c/o Contracts, 17800 North 85th Street, Scottsdale, Arizona 85255

The City of Brenham ("City") and the Vendor are this day entering into a contract and, for their mutual convenience, the parties are using the standard contract and/or purchase order form provided by the Vendor (referred to hereafter as the "Vendor's Contract Form").

This addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referred to hereafter collectively as the "Agreement."

The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to the City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by the City because of its status as a municipal home-rule corporation of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against the City:

1. Requiring the City of Brenham to maintain any type of insurance either for the City's benefit or for the Vendor's benefit.
2. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term, unless the contract contains an option for the City to prevent the automatic renewal upon notice to the Vendor.
3. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of the purchase order or this Addendum in the event of conflict.
4. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.

5. Disclaiming responsibility for defective goods, whether manufactured by the Vendor or purchased and resold by the Vendor.
6. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the City if the Agreement is terminated before the end of the contract term.
7. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
8. Binding the City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
9. Obligating the City to pay costs of collection or attorneys' fees.
10. Requiring the City to provide warranties.
11. Obligating the City to indemnify, defend or hold harmless any party, unless allowed by the laws and Constitution of the State of Texas
12. Obliging the City to pay invoices fewer than thirty (30) days from receipt or requiring payment by credit card.

MISCELLANEOUS PROVISIONS:

Use of Trademark: Any City of Brenham or Visit Brenham trademark logo (institutional, division, department and/or athletic), verbiage, or wordmarks cannot be used in any capacity without permission from the City. These items are property of the City and should not be placed in publications or in any medium (i.e., websites, social media, newsletters, fliers, posters, emails, etc.). For questions concerning copyrighted materials and the use of City trademark logos, verbiage and/or wordmarks, please contact the Office of the City Secretary at 979-337-7567

Copyrighted Material: The Vendor represents that all content including but not limited to logos, trademarks, photos, illustrations, audio, video, writings, recordings, music, computer programs and other works which may be copyrighted that are provided, performed, presented or supplied by the Vendor are owned by the Vendor, or the Vendor has received explicit permission for use, and the material does not violate any United States copyright laws.

Cloud Computing State Risk and Authorization Management Program: Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Vendor represents and warrants that it complies with the requirements of the state risk and authorization management program and Vendor agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.

Mandatory Venue: Venue for any suit filed against the City shall be in Washington County, Texas. This agreement and performance hereunder and all suits and special proceedings hereunder shall

be construed in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions.

Loss of Funding: Performance by the City under the Agreement may be dependent upon the appropriation and allotment of funds from federally funded programs and/or by the Texas State Legislature (the "Legislature"). In the event a curtailment of federally funded programs occurs, or in the event state appropriations are unavailable, then City will issue written notice to the Vendor and the City may terminate the Agreement without further duty or obligation hereunder subject to section 16.3 of the Vendor's Contract Form. The Vendor acknowledges that appropriation of funds is beyond the control of the City.

Payment: All payment for goods and services shall be governed by Chapter 2251, Texas Government Code.

Non-Waiver: The Vendor expressly acknowledges the City is a subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by the City of its right to claim such exemptions, privileges, and immunities as may be provided by law. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the City under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities.

Confidentiality: Vendor acknowledges that the City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement. The requirements of Chapter 552, Texas Government Code, may apply to this Agreement and Vendor agrees that the contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that Chapter.

Force Majeure: Neither party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, a pandemic, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

Termination: Termination of the Vendor's Contract shall not release the Vendor from liability or obligation set forth in the contract that is expressly stated to survive termination, including, but not limited to, provisions regarding indemnification, records, audit, property rights, dispute resolution, and invoice and fee verifications. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, under the laws of the State of Texas.

No Boycott of Israel: Vendor certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or

limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization: Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

No Boycott of Energy Companies: If this Contract has a value of \$100,000 or more, and if Vendor has more than 10 full-time employees, Vendor's signature herein below shall constitute written verification that the Vendor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Contract.

No Discrimination Against Firearm Entity or Firearm Trade Association: If this Contract has a value of \$100,000 or more, and if the Vendor has more than ten (10) full-time employees, Vendor's signature herein below shall constitute written verification that Vendor: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

Conflict of Interest: The Vendor acknowledges that they have been notified by the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.

Entire Agreement: This Addendum and the Vendor's Contract Form constitute the entire Agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.

Savings Clause: If a court of competent jurisdiction finds any provision of this Addendum and the Vendor's Contract Form illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.

Notices: All notices shall be mailed to the "City of Brenham, Attn: City Manager, P.O. Box 1059, Brenham, TX 77834".

To the extent the language in this Addendum conflicts with any language in the Vendor's Contract Form, the language in this Addendum will control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

CITY OF BRENHAM

BY: _____

NAME: Atwood C. Kenjura

TITLE: Mayor

DATE: _____

VENDOR

BY: _____

NAME: Robert E. Driscoll Jr.

TITLE: Deputy General Counsel

DATE: _____



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-585154-45560.843AS

Issued: 09/25/2024

Quote Expiration: 10/15/2024

Estimated Contract Start Date: 11/15/2024

Account Number: 108656

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Brenham Police Dept. - TX 1800 Longwood Dr Brenham, TX 77833-5243 USA	Brenham Police Dept. - TX PO Box 1059 Brenham TX 77834-1059 USA Email: cschoen@ci.brenham.tx.us	Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	Curtiss Schoen Phone: 1-979-551-2000 Email: cschoen@cityofbrenham.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$360,691.37
ESTIMATED TOTAL W/ TAX	\$360,691.37

Discount Summary

Average Savings Per Year	\$13,821.90
TOTAL SAVINGS	\$69,109.48

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$105,613.85	\$0.00	\$105,613.85
Oct 2025	\$63,769.38	\$0.00	\$63,769.38
Oct 2026	\$63,769.38	\$0.00	\$63,769.38
Oct 2027	\$63,769.38	\$0.00	\$63,769.38
Oct 2028	\$63,769.38	\$0.00	\$63,769.38
Total	\$360,691.37	\$0.00	\$360,691.37

Quote List Price:
Quote Subtotal:

\$429,800.85
\$360,691.37

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
AB4 Camera Bundle								
100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK		44	\$849.00	\$764.10	\$33,620.40	\$0.00	\$33,620.40
100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100466	AXON BODY 4 - CABLE - USB-C TO USB-C		49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE		49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AB4 Multi Bay Dock Bundle								
100206	AXON BODY 4 - 8 BAY DOCK		5	\$1,595.00	\$1,435.50	\$7,177.50	\$0.00	\$7,177.50
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY		5	\$43.90	\$39.51	\$197.55	\$0.00	\$197.55
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA		5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BWC Unlimited with TAP								
73746	AXON EVIDENCE - ECOM LICENSE - PRO	60m	44	\$2,604.00	\$2,204.59	\$97,001.96	\$0.00	\$97,001.96
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60m	44	\$1,627.20	\$1,377.62	\$60,615.28	\$0.00	\$60,615.28
73310	AXON BODY - TAP REFRESH 2 - CAMERA		44	\$963.00	\$815.29	\$35,872.76	\$0.00	\$35,872.76
73309	AXON BODY - TAP REFRESH 1 - CAMERA		44	\$918.00	\$777.20	\$34,196.80	\$0.00	\$34,196.80
80464	AXON BODY - TAP WARRANTY - CAMERA	49m	44	\$539.98	\$457.16	\$20,115.04	\$0.00	\$20,115.04
73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY		4	\$1,810.00	\$1,532.38	\$6,129.52	\$0.00	\$6,129.52
73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY		4	\$1,724.00	\$1,459.57	\$5,838.28	\$0.00	\$5,838.28
80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	49m	4	\$849.17	\$718.92	\$2,875.68	\$0.00	\$2,875.68
80464	AXON BODY - TAP WARRANTY - CAMERA	49m	1	\$539.98	\$457.16	\$457.16	\$0.00	\$457.16
AB4 Camera Bundle								
100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK		1	\$849.00	\$849.00	\$849.00	\$0.00	\$849.00
100466	AXON BODY 4 - CABLE - USB-C TO USB-C		2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE		2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Body Worn Camera Multi-Bay Dock TAP Bundle								
73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY		1	\$1,810.00	\$893.69	\$893.69	\$0.00	\$893.69
73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY		1	\$1,724.00	\$851.23	\$851.23	\$0.00	\$851.23
80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	49m	1	\$849.17	\$419.28	\$419.28	\$0.00	\$419.28
Individual Items								
100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE		44	\$39.00	\$0.00	\$0.00	\$0.00	\$0.00
85014	AXON BODY - PSO - 1 DAY		1	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00
85014	AXON BODY - PSO - 1 DAY		1	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE		1	\$3,000.00	\$2,700.00	\$2,700.00	\$0.00	\$2,700.00
85144	AXON BODY - PSO - STARTER		1	\$13,000.00	\$11,700.00	\$11,700.00	\$0.00	\$11,700.00
73449	AXON RESPOND - LICENSE	60m	44	\$338.40	\$304.56	\$13,400.64	\$0.00	\$13,400.64
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	60m	44	\$651.00	\$585.90	\$25,779.60	\$0.00	\$25,779.60

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
Total						\$360,691.37	\$0.00	\$360,691.37

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	10/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	44	1	10/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	10/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	2	1	10/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	49	1	10/15/2024
AB4 Camera Bundle	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	49	1	10/15/2024
AB4 Camera Bundle	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	2	1	10/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	5	1	10/15/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	1	10/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	1	10/15/2024
A la Carte	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	44	1	10/15/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	04/15/2027
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	44	1	04/15/2027
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	04/15/2027
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	44	1	10/14/2029
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	1	10/14/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	10/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	44	11/15/2024	11/14/2029
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	44	11/15/2024	11/14/2029
A la Carte	73449	AXON RESPOND - LICENSE	44	11/15/2024	11/14/2029
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	44	11/15/2024	11/14/2029

Services

Bundle	Item	Description	QTY
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
A la Carte	85014	AXON BODY - PSO - 1 DAY	1
A la Carte	85014	AXON BODY - PSO - 1 DAY	1
A la Carte	85144	AXON BODY - PSO - STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	10/15/2025	11/14/2029
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	44	10/15/2025	11/14/2029
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	1	10/15/2025	11/14/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	10/15/2025	11/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1800 Longwood Dr	Brenham	TX	77833-5243	USA

Payment Details

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Hardware Invoice	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	\$849.00	\$0.00	\$849.00
Hardware Invoice	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Hardware Invoice	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	44	\$33,620.40	\$0.00	\$33,620.40
Hardware Invoice	100206	AXON BODY 4 - 8 BAY DOCK	5	\$7,177.50	\$0.00	\$7,177.50
Hardware Invoice	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	2	\$0.00	\$0.00	\$0.00
Hardware Invoice	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	49	\$0.00	\$0.00	\$0.00
Hardware Invoice	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	49	\$0.00	\$0.00	\$0.00
Hardware Invoice	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	2	\$0.00	\$0.00	\$0.00
Hardware Invoice	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	\$197.55	\$0.00	\$197.55
Hardware Invoice	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	\$0.00	\$0.00	\$0.00
Year 1	73309	AXON BODY - TAP REFRESH 1 - CAMERA	44	\$6,839.36	\$0.00	\$6,839.36
Year 1	73310	AXON BODY - TAP REFRESH 2 - CAMERA	44	\$7,174.55	\$0.00	\$7,174.55
Year 1	73449	AXON RESPOND - LICENSE	44	\$2,680.13	\$0.00	\$2,680.13
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	44	\$5,155.92	\$0.00	\$5,155.92
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	44	\$12,123.06	\$0.00	\$12,123.06
Year 1	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	\$178.74	\$0.00	\$178.74
Year 1	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	\$1,225.90	\$0.00	\$1,225.90
Year 1	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	\$1,167.66	\$0.00	\$1,167.66
Year 1	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	\$170.25	\$0.00	\$170.25
Year 1	73746	AXON EVIDENCE - ECOM LICENSE - PRO	44	\$19,400.39	\$0.00	\$19,400.39
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$540.00	\$0.00	\$540.00
Year 1	80464	AXON BODY - TAP WARRANTY - CAMERA	44	\$4,023.01	\$0.00	\$4,023.01
Year 1	80464	AXON BODY - TAP WARRANTY - CAMERA	1	\$91.43	\$0.00	\$91.43
Year 1	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	\$575.14	\$0.00	\$575.14
Year 1	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	\$83.86	\$0.00	\$83.86
Year 1	85144	AXON BODY - PSO - STARTER	1	\$2,340.00	\$0.00	\$2,340.00
Invoice Upon Fulfillment	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	44	\$0.00	\$0.00	\$0.00
Total				\$105,613.85	\$0.00	\$105,613.85

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	85014	AXON BODY - PSO - 1 DAY	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	85014	AXON BODY - PSO - 1 DAY	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73309	AXON BODY - TAP REFRESH 1 - CAMERA	44	\$6,839.36	\$0.00	\$6,839.36
Year 2	73310	AXON BODY - TAP REFRESH 2 - CAMERA	44	\$7,174.55	\$0.00	\$7,174.55
Year 2	73449	AXON RESPOND - LICENSE	44	\$2,680.13	\$0.00	\$2,680.13
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	44	\$5,155.92	\$0.00	\$5,155.92
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	44	\$12,123.06	\$0.00	\$12,123.06
Year 2	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	\$1,225.90	\$0.00	\$1,225.90
Year 2	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	\$178.74	\$0.00	\$178.74
Year 2	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	\$170.25	\$0.00	\$170.25
Year 2	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	\$1,167.66	\$0.00	\$1,167.66
Year 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	44	\$19,400.37	\$0.00	\$19,400.37
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$540.00	\$0.00	\$540.00
Year 2	80464	AXON BODY - TAP WARRANTY - CAMERA	1	\$91.43	\$0.00	\$91.43
Year 2	80464	AXON BODY - TAP WARRANTY - CAMERA	44	\$4,023.01	\$0.00	\$4,023.01
Year 2	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	\$575.14	\$0.00	\$575.14
Year 2	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	\$83.86	\$0.00	\$83.86
Year 2	85144	AXON BODY - PSO - STARTER	1	\$2,340.00	\$0.00	\$2,340.00
Total				\$63,769.38	\$0.00	\$63,769.38

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73309	AXON BODY - TAP REFRESH 1 - CAMERA	44	\$6,839.36	\$0.00	\$6,839.36
Year 3	73310	AXON BODY - TAP REFRESH 2 - CAMERA	44	\$7,174.55	\$0.00	\$7,174.55
Year 3	73449	AXON RESPOND - LICENSE	44	\$2,680.13	\$0.00	\$2,680.13
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	44	\$5,155.92	\$0.00	\$5,155.92
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	44	\$12,123.06	\$0.00	\$12,123.06
Year 3	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	\$1,225.90	\$0.00	\$1,225.90
Year 3	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	\$178.74	\$0.00	\$178.74
Year 3	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	\$1,167.66	\$0.00	\$1,167.66
Year 3	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	\$170.25	\$0.00	\$170.25
Year 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	44	\$19,400.37	\$0.00	\$19,400.37
Year 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$540.00	\$0.00	\$540.00
Year 3	80464	AXON BODY - TAP WARRANTY - CAMERA	1	\$91.43	\$0.00	\$91.43
Year 3	80464	AXON BODY - TAP WARRANTY - CAMERA	44	\$4,023.01	\$0.00	\$4,023.01
Year 3	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	\$83.86	\$0.00	\$83.86
Year 3	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	\$575.14	\$0.00	\$575.14
Year 3	85144	AXON BODY - PSO - STARTER	1	\$2,340.00	\$0.00	\$2,340.00
Total				\$63,769.38	\$0.00	\$63,769.38

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73309	AXON BODY - TAP REFRESH 1 - CAMERA	44	\$6,839.36	\$0.00	\$6,839.36
Year 4	73310	AXON BODY - TAP REFRESH 2 - CAMERA	44	\$7,174.55	\$0.00	\$7,174.55

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73449	AXON RESPOND - LICENSE	44	\$2,680.13	\$0.00	\$2,680.13
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	44	\$5,155.92	\$0.00	\$5,155.92
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	44	\$12,123.06	\$0.00	\$12,123.06
Year 4	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	\$178.74	\$0.00	\$178.74
Year 4	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	\$1,225.90	\$0.00	\$1,225.90
Year 4	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	\$1,167.66	\$0.00	\$1,167.66
Year 4	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	\$170.25	\$0.00	\$170.25
Year 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	44	\$19,400.37	\$0.00	\$19,400.37
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$540.00	\$0.00	\$540.00
Year 4	80464	AXON BODY - TAP WARRANTY - CAMERA	44	\$4,023.01	\$0.00	\$4,023.01
Year 4	80464	AXON BODY - TAP WARRANTY - CAMERA	1	\$91.43	\$0.00	\$91.43
Year 4	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	\$575.14	\$0.00	\$575.14
Year 4	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	\$83.86	\$0.00	\$83.86
Year 4	85144	AXON BODY - PSO - STARTER	1	\$2,340.00	\$0.00	\$2,340.00
Total				\$63,769.38	\$0.00	\$63,769.38

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73309	AXON BODY - TAP REFRESH 1 - CAMERA	44	\$6,839.36	\$0.00	\$6,839.36
Year 4	73310	AXON BODY - TAP REFRESH 2 - CAMERA	44	\$7,174.55	\$0.00	\$7,174.55
Year 4	73449	AXON RESPOND - LICENSE	44	\$2,680.13	\$0.00	\$2,680.13
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	44	\$5,155.92	\$0.00	\$5,155.92
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	44	\$12,123.06	\$0.00	\$12,123.06
Year 4	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	\$1,225.90	\$0.00	\$1,225.90
Year 4	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	\$178.74	\$0.00	\$178.74
Year 4	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	\$1,167.66	\$0.00	\$1,167.66
Year 4	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	\$170.25	\$0.00	\$170.25
Year 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	44	\$19,400.37	\$0.00	\$19,400.37
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$540.00	\$0.00	\$540.00
Year 4	80464	AXON BODY - TAP WARRANTY - CAMERA	1	\$91.43	\$0.00	\$91.43
Year 4	80464	AXON BODY - TAP WARRANTY - CAMERA	44	\$4,023.01	\$0.00	\$4,023.01
Year 4	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	\$575.14	\$0.00	\$575.14
Year 4	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	\$83.86	\$0.00	\$83.86
Year 4	85144	AXON BODY - PSO - STARTER	1	\$2,340.00	\$0.00	\$2,340.00
Total				\$63,769.38	\$0.00	\$63,769.38

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.

Contract BuyBoard Contract 743-24 - Active after 10/1/24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

9/25/2024





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-385954-45559.750AS

Issued: 09/24/2024

Quote Expiration: 10/31/2023

Estimated Contract Start Date: 11/15/2024

Account Number: 108656

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Brenham Police Dept. - TX 1800 Longwood Dr Brenham, TX 77833-5243 USA	Brenham Police Dept. - TX PO Box 1059 Brenham TX 77834-1059 USA Email: cschoen@ci.brenham.tx.us

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	Curtiss Schoen Phone: 1-979-551-2000 Email: cschoen@cityofbrenham.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$377,919.57
ESTIMATED TOTAL W/ TAX	\$377,919.57

Discount Summary

Average Savings Per Year	\$14,298.01
TOTAL SAVINGS	\$71,490.03

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$170,771.33	\$0.00	\$170,771.33
Oct 2025	\$51,787.06	\$0.00	\$51,787.06
Oct 2026	\$51,787.06	\$0.00	\$51,787.06
Oct 2027	\$51,787.06	\$0.00	\$51,787.06
Oct 2028	\$51,787.06	\$0.00	\$51,787.06
Total	\$377,919.57	\$0.00	\$377,919.57

Quote Unbundled Price:	\$449,409.60
Quote List Price:	\$402,033.60
Quote Subtotal:	\$377,919.57

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	30	60	\$231.06	\$204.74	\$192.46	\$346,428.00	\$0.00	\$346,428.00
A la Carte Software									
80402	AXON RESPOND - LICENSE - FLEET 3	33	60		\$16.92	\$15.90	\$31,491.57	\$0.00	\$31,491.57
Total							\$377,919.57	\$0.00	\$377,919.57

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic + TAP	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	30		10/15/2024
Fleet 3 Basic + TAP	70112	AXON SIGNAL - SIGNAL UNIT	30		10/15/2024
Fleet 3 Basic + TAP	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	30		10/15/2024
Fleet 3 Basic + TAP	72034	AXON FLEET 3 - SIM INSERTION - VZW	30		10/15/2024
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1		10/15/2024
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	30		10/15/2024
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1		10/15/2029
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	30		10/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	30	11/15/2024	11/14/2029
Fleet 3 Basic + TAP	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	60	11/15/2024	11/14/2029
A la Carte	80402	AXON RESPOND - LICENSE - FLEET 3	33	11/15/2024	11/14/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	30

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	30	10/15/2025	11/14/2029
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	30	10/15/2025	11/14/2029
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	10/15/2025	11/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
	1800 Longwood Dr	Brenham	TX	77833-5243	USA

Payment Details

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet HW	Fleet3B+TAP	Fleet 3 Basic + TAP	30	\$118,984.27	\$0.00	\$118,984.27
Fleet Software Y1	80402	AXON RESPOND - LICENSE - FLEET 3	33	\$6,298.31	\$0.00	\$6,298.31
Fleet Software Y1	Fleet3B+TAP	Fleet 3 Basic + TAP	30	\$45,488.75	\$0.00	\$45,488.75
Total				\$170,771.33	\$0.00	\$170,771.33

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet Software Y2	80402	AXON RESPOND - LICENSE - FLEET 3	33	\$6,298.31	\$0.00	\$6,298.31
Fleet Software Y2	Fleet3B+TAP	Fleet 3 Basic + TAP	30	\$45,488.75	\$0.00	\$45,488.75
Total				\$51,787.06	\$0.00	\$51,787.06

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet Software Y3	80402	AXON RESPOND - LICENSE - FLEET 3	33	\$6,298.31	\$0.00	\$6,298.31
Fleet Software Y3	Fleet3B+TAP	Fleet 3 Basic + TAP	30	\$45,488.75	\$0.00	\$45,488.75
Total				\$51,787.06	\$0.00	\$51,787.06

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet Software Y4	80402	AXON RESPOND - LICENSE - FLEET 3	33	\$6,298.31	\$0.00	\$6,298.31
Fleet Software Y4	Fleet3B+TAP	Fleet 3 Basic + TAP	30	\$45,488.75	\$0.00	\$45,488.75
Total				\$51,787.06	\$0.00	\$51,787.06

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet Software Y5	80402	AXON RESPOND - LICENSE - FLEET 3	33	\$6,298.31	\$0.00	\$6,298.31
Fleet Software Y5	Fleet3B+TAP	Fleet 3 Basic + TAP	30	\$45,488.75	\$0.00	\$45,488.75
Total				\$51,787.06	\$0.00	\$51,787.06

Sky-hero products are manufactured in European Union and are classified as military grade, transfer and re-export is strictly prohibited.

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.

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

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Signature

Date Signed

9/24/2024





City Council Regular Meeting
AGENDA ITEM 16

Agenda Item: **Section 551.074, Texas Government Code - Personnel Matters - Discussion Concerning the Roles and Responsibilities of an Assistant City Manager and Associated Issues**

Meeting Date: December 5, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action - discussion only.