

CITY OF SPRINGDALE
Committee Agenda
Monday, October 2nd, 2023
City Council Chambers (2nd Floor)
201 Spring Street, Springdale, AR 72764
Meetings begin at 5:30p.m.

Finance Committee by Chairwoman Amelia Williams

1. **A Resolution** to appropriate funds for computers, monitors, and other court-related technology for the Springdale District Court to be paid from the Court Automation Fund. Presented by Ernest Cate, City Attorney. Pgs. 1-4
2. **A Resolution** authorizing the expenditure of funds to acquire portions of land from the Harwell Family Trust for the Don Tyson Parkway Project (HWY 112 to 56th Street), Project No. 23BPS2. Presented by Ernest Cate, City Attorney. Pgs. 5-7
3. **A Resolution** authorizing the execution of a contract for Architect Services. Presented by Colby Fulfer, Chief of Staff. Pgs. 8-11
4. **A Resolution** to enter into an agreement, appropriate funds, and to waive competitive bidding for the purchase of Police vehicle and body camera equipment and related items. Presented by Colby Fulfer, Chief of Staff. Pgs. 12-33

Ordinance Committee by Chairman Mike Overton

5. **An Ordinance** amending Chapter 122, Article II, of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes. Presented by Ernest Cate, City Attorney. Pgs. 34-43
6. **A Discussion** of trampoline regulations. Presented by Ernest Cate, City Attorney.
7. **A Discussion** of the “event permit” process ordinances. Presented by Ernest Cate, City Attorney. Pgs. 44-46

RESOLUTION NO. _____

**A RESOLUTION TO APPROPRIATE FUNDS FOR
COMPUTERS, MONITORS, AND OTHER COURT-
RELATED TECHNOLOGY FOR THE SPRINGDALE
DISTRICT COURT TO BE PAID FROM THE COURT
AUTOMATION FUND.**

WHEREAS, the Springdale District Court is in need of upgrading the computers, monitors, and other court-related technology used by its employees;

WHEREAS, Ark. Code Ann. §16-13-704(b)(3)(D) authorizes expenditures from the Court Automation Fund as approved by the District Judge for court-related technology;

WHEREAS, the Springdale District Court has received a quote for the purchase of computers, monitors, and other court-related technology in an amount not to exceed \$32,000.00; and

WHEREAS, the Springdale District Court has sufficient funds in the Court Automation Fund to pay for the purchase of the needed computers, monitors, and other court-related technology, and are recommended for approval by the District Judge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby appropriated an amount not to exceed \$32,000.00 for the purchase of computers, monitors, and other court-related technology for the Springdale District Court, to be paid from the Court Automation Fund.

PASSED AND APPROVED this 10th day of October, 2023.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

ProMAS LLC
PO Box 10035
Russellville, AR 72812

Quote

Date	Quote
9/7/2023	10198

Name / Address
City of Springdale 201 Spring Street Springdale, AR 72764

Ship To
City of Springdale 201 Spring Street Springdale, AR 72764 ATTN: Mark Gutte

		P.O. No.	Project
Description	Qty	Price	Total
Dell OptiPlex Small Form Factor (Plus 7010) with: 13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W) 16GB (2X8GB) DDR5 Non-ECC Memory M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive M.2 22x30 Thermal Pad M2X3.5 Screw for SSD/DDPE OptiPlex SFF Plus with 260W Bronze Power Supply Intel Integrated Graphics Windows 11 Pro, English DVD+/-RW Bezel 8x DVD+/-RW 9.5mm Slimline Optical Disk Drive Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black Dell ProSupport: Next Business Day Onsite + 7x24 Technical Support, 5 Years	22	1,160.00	25,520.00T
Dell 22 Monitor - E2222H with - Dell Limited Hardware Warranty + Advanced Exchange Service, 3 Years	22	111.00	2,442.00T
ACCEPTANCE (printed name/signature/date)		Subtotal	\$27,962.00
		Sales Tax (9.75%)	\$2,726.30
		Total	\$30,688.30

A.C.A. § 16-13-704

Current through all legislation of the 2023 Regular Session, including corrections and edits by the Arkansas Code Revision Commission.

AR - Arkansas Code Annotated > Title 16 Practice, Procedure, And Courts > Subtitle 2. Courts and Court Officers > Chapter 13 Circuit Courts > Subchapter 7 — Enforcement of Fines

16-13-704. Installment payments — Definition.

(a)

(1) If the court concludes that the defendant has the ability to pay the fine, but that requiring the defendant to make immediate payment in full would cause a severe and undue hardship for the defendant and the defendant's dependents, the court may authorize payment of the fine by means of installment payments in accordance with this subchapter.

(2)

(A) When a court authorizes payment of a fine by means of installment payments, it shall issue, without a separate disclosure hearing, an order that the fine be paid in full by a date certain and that in default of payment, the defendant must appear in court to explain the failure to pay.

(B) In fixing the date of payment, the court shall issue an order which will complete payment of the fine as promptly as possible without creating a severe and undue hardship for the defendant and the defendant's dependents.

(3) When a person is authorized to pay a fine on an installment basis, any court cost assessed under [§ 9-15-202\(d\)](#) or [§ 16-10-305\(h\)](#) shall be collected from the initial installment payment first.

(b)

(1)

(A) In addition to the fine and any other assessments authorized by this subchapter, an installment fee of five dollars (\$5.00) per month shall be assessed on each person who is authorized to pay a fine on an installment basis.

(B) This fee shall be collected in full each month in which a defendant makes an installment payment.

(C) This fee shall accrue each month that a defendant does not make an installment payment and the fine has not been paid in full.

(2)

(A)

(i) One-half (½) of the installment fee collected in circuit court shall be remitted by the tenth day of each month to the Administration of Justice Funds Section of the Office of Administrative Services of the Department of Finance and Administration, on a form provided by that office, for deposit into the Judicial Fine Collection Enhancement Fund established by [§ 16-13-712](#).

(ii) The other half of the installment fee shall be remitted by the tenth day of each month to the county treasurer to be deposited into a fund entitled the "circuit court automation fund" to be used solely for circuit court-related technology.

(B)

A.C.A. § 16-13-704

(i) Expenditures from the circuit court automation fund shall be approved by the administrative circuit judge of each judicial circuit and shall be authorized and paid under the state laws governing the appropriation and payment of county expenditures.

(ii) Expenditures may be made for indirect expenses related to implementation of new court-related technology, including overtime pay, personnel or travel expenses, and technology-related supplies.

(iii) Funds in each county in a judicial district may be pooled for expenditure pursuant to a circuit-wide technology plan approved by the administrative circuit judge.

(3)

(A) One-half (½) of the installment fee collected in district court shall be remitted by the tenth day of each month to the Administration of Justice Funds Section, on a form provided by that section, for deposit into the Judicial Fine Collection Enhancement Fund established by [§ 16-13-712](#).

(B) The other half of the installment fee collected in district court shall be remitted by the tenth day of each month to the city treasurer of the city in which the district court is located to be deposited into a fund entitled the "district court automation fund" to be used solely for district court-related technology.

(C) In any district court which is funded solely by the county, the other half of this fee shall be remitted by the tenth day of each month to the county treasurer of the county in which the district court is located to be deposited into the district court automation fund to be used solely for district court-related technology.

(D)

(i) Expenditures from the district court automation fund shall be approved by a district judge and shall be authorized and paid under state laws governing the appropriation and payment of county or municipal expenditures by the governing body or, if applicable, governing bodies, that contribute to the expenses of a district court.

(ii) Expenditures may be made for indirect expenses related to implementation of new court-related technology, including overtime pay, personnel or travel expenses, and technology-related supplies.

(E)

(i) In circuit court only, an installment fee of an additional five dollars (\$5.00) per month shall also be assessed on the first day of each month on each person who is ordered to pay a fine on an installment basis with the additional five dollars (\$5.00) to be remitted to the collecting official to be used to defray the cost of fine collection.

(ii) In district court only, an installment fee of an additional five dollars (\$5.00) per month shall also be assessed on the first day of each month on each person who is ordered to pay a fine on an installment basis with the additional five dollars (\$5.00) to be remitted by the tenth day of each month to the Administration of Justice Funds Section on a form provided by that section for deposit into the State Administration of Justice Fund.

(c) Any defendant who has been authorized by the court to pay a fine by installments shall be considered to have irrevocably appointed the clerk of the court as his or her agent upon whom all papers affecting his or her liability may be served, and the clerk shall forthwith notify the defendant thereof by ordinary mail at his or her last known address.

(d) "Ability to pay" means that the resources of the defendant, including all available income and resources, are sufficient to pay the fine and provide the defendant and his or her dependents with a reasonable subsistence compatible with health and decency.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXPENDITURE
OF FUNDS TO ACQUIRE PORTIONS OF LAND FROM
THE HARWELL FAMILY TRUST FOR THE DON TYSON
PARKWAY PROJECT (HWY 112 TO 56TH STREET),
PROJECT NO. 23BPS2.**

WHEREAS, the City of Springdale is in need of acquiring portions of land for the Don Tyson Parkway Project (Hwy 112 to 56th Street), Project No. 23BPS2, Tract 29, said lands being owned the Harwell Family Trust;

WHEREAS, the City of Springdale has determined by appraisal that the sum of \$2,300.00 is the estimated just compensation for the property needed from the Trust;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$3,225.00 to acquire the land needed for the project, said amount being justified by the nature of these properties, and the increase in property values;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$925.00 to acquire the property needed from the Harwell Family Trust, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring this property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire portions of land for the Don Tyson Parkway Project (Hwy 112 to 56th Street), Project No. 23BPS2, Tract 29, said lands being owned by the Harwell Family Trust, for the total sum of \$3,225.00 to be paid from the 2023 Street Bond.

PASSED AND APPROVED this ____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

APPRAISAL REPORT

ON

THE HARWELL FAMILY TRUST PROPERTY
(12.67± ACRES);
LOCATED ALONG THE WEST SIDE OF AR HWY. 112,
JUST NORTH OF KISSINGER AVENUE,
SPRINGDALE, ARKANSAS; WASHINGTON COUNTY

ARDOT JOB 040717 – F.A.P STPU-9399(23)
TRACT: 29

FOR

ARKANSAS DEPARTMENT OF TRANSPORTATION
PO BOX 2261, LITTLE ROCK, AR 72203

AND

CITY OF SPRINGDALE
SPRINGDALE, AR

BY

REED & ASSOCIATES, INC.
3739 N. STEELE BLVD., SUITE 322
SPRINGDALE, ARKANSAS 72703

FILE NO. 6582-29

AS OF

JULY 27, 2022

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location: Located Along The West Side of AR Hwy. 112, Just North of Kissinger Avenue, Springdale, AR
Client: City of Springdale
Fee Owner: Charles L. Harwell and Linda M. Harwell, Co-Trustees of the Harwell Family Trust u/t/d December 15, 2003
Mailing Address: 1515 S. Maestri Road, Springdale, Arkansas 72762-9717

Area Of The 12.67± Acres Permanent Easement 0.05± AC
Whole:
Area Of 12.67± Acres
Remainder:

HIGHEST AND BEST USE:

Whole Property- As Vacant - Residential Development
As Improved – Continued Residential Use with potential marketing of excess land.
Remainder Property- As Vacant - Residential Development
As Improved – Continued Residential Use with potential marketing of excess land.

ACQUISITION COMPENSATION:

Before

Land: 12.67± Acres	\$	582,800
Improvements: None Considered	\$	0
Total:	\$	582,800

After

Land: 12.67± Acres	\$	580,500
Improvements: None Considered	\$	0
Total	\$	<u>580,500</u>

FAIR MARKET VALUE OF ACQUISITION \$ 2,300

Plus: TCE \$ N/A

Total Compensation as of: July 27, 2022 \$ 2,300

ALLOCATION OF COMPENSATION

Land: Not Applicable	\$	
Permanent Easement: 0.05± AC @ \$46,000	\$	2,300
Temporary Construction Easement: Not Applicable	\$	
Improvements: Not Applicable	\$	
Damages: Not Applicable	\$	
Cost to Cure Items: Not Applicable	\$	
Total Compensation:	\$	<u>2,300</u>

Sincerely,


Shannon Reed Mueller, CG2302
REED & ASSOCIATES, INC.



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT FOR ARCHITECT SERVICES**

WHEREAS, the City of Springdale purchased an indoor gun range on 5.2 acres for \$600,000 in 2020 for the Springdale Police Department, and

WHEREAS, the purchase was made for training purposes for our law enforcement officers which is imperative to their duties, and

WHEREAS, at the time of purchase it was intended that the range would need remodeling and to be enhanced for long range training purposes, and

WHEREAS, using the procurement procedures required by State Law, the city has selected Hight Jackson Associates to perform preliminary work, and

WHEREAS, the contract proposes a fee totaling \$22,500.00,

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS, that**

Section 1. Expenditures for the architectural work on this project will be paid from the General Fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Hight Jackson Associates for the Springdale Police Department indoor gun range.

PASSED AND APPROVED this 10th day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



CITY of SPRINGDALE

POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

FROM: Chief Frank Gamble
TO: Colby Fulfer and Mayor Doug Sprouse
DATE: 09/23/23
RE: Architect for the range project

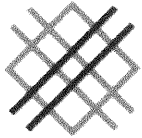
The Springdale City Council approved the purchase of an indoor gun range for the Springdale Police Department in November of 2020 for \$600,000. When the range was purchased, we were aware that improvements were needed to allow the SPD to use the range for long guns. We are at a point where we are ready to proceed with the project. The range is on 5.24 acres so there is plenty of space to expand the range.

We will need to hire an architect to come up with plans and a cost estimate for the range. We would like to use Hight Jackson Associates as they are already familiar with our range project. We have been in conversations with Gail Shepherd at Hight Jackson Associates and we are requesting that the City Council fund the initial \$22,500 needed to hire them for the preliminary work on this project.

Respectfully,

A handwritten signature in blue ink, appearing to read "Frank Gamble".

Chief of Police Frank Gamble
Springdale Police Department



SPRINGDALE
WE'RE MAKING IT HAPPEN

DEPARTMENT FUNDING REQUEST

Department: Springdale Police Department		Date: 09/22/23	
Point of Contact: Frank Gamble		Amount Requested: \$ 22,500	
Brief Description of Funding Request: We are requesting funding to hire Hight Jackson Architects to design the indoor range expansion project.			
IS IT BUDGETED?			
YES <input type="checkbox"/>		NO <input checked="" type="checkbox"/>	
If YES, No Action Needed		If NO:	
		Date to be Presented to Committee: 10 / 02 / 2023	
<input type="checkbox"/> \$35,000+	Requires Bid	<input type="checkbox"/> \$0 - \$5,000	No Action
Waive Bidding <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source		<input checked="" type="checkbox"/> \$5,000 - \$35,000 Requires 3 Quotes	
		<input type="checkbox"/> \$35,000+	Requires Bid
		Waive Bidding	
		<input type="checkbox"/> Buy Board	<input checked="" type="checkbox"/> Sole Source

Signature: _____

September 25, 2023

Chief Frank Gamble
Springdale Police Department
Springdale, AR

Ref: Springdale Police Department Indoor Gun Range

Dear Chief Gamble,

Please find below a fee proposal for Preliminary Design work for the above-mentioned project for the Springdale Police Department, City of Springdale, AR. Our understanding of scope and a breakout of fees are listed below:

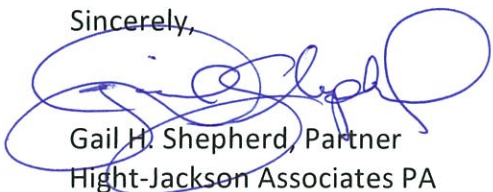
This agreement provides for the Design Phase of a Renovation of and Addition to the current gun range owned by the City of Springdale. The Renovation will be approximately 7800 square feet, the entire existing building, and the addition will be a new 50-yard 12 Lane Firing Range at approximately 11,800 square feet. The floor plan will be based on the floor plan provided to us by the Springdale Police Department. Using that same floor plan, we will provide information to price a second option, to demo the entire existing building and build all new. The deliverable for this stage of the work will be to produce preliminary drawings from which an estimator can provide a high-level cost estimate.

Hight Jackson proposes the following fee structure for the above-mentioned scope of work:

Lump Sum Fee = \$22,500.00

Reimbursable Fees such as Printing, Postage, etc. will be charged to the Owner as a direct cost. Cost estimation services, as needed, are outside of this agreement. Any additional services, outside of the above-mentioned scope, will be negotiated with owner at the time that such services are needed. It is understood that, once the project is ready to move into the Construction Document Phase we will initiate an AIA contract with the City of Springdale. If you have any questions, please do not hesitate to call. Thank you for considering Hight-Jackson Associates PA.

Sincerely,



Gail H. Shepherd, Partner
Hight-Jackson Associates PA

Cc: file

Chief Frank Gamble
Springdale Police Department, Springdale, AR

RESOLUTION NO. _____

RESOLUTION TO ENTER INTO AN AGREEMENT, APPROPRIATE FUNDS, AND TO WAIVE COMPETITIVE BIDDING FOR THE PURCHASE OF POLICE VEHICLE AND BODY CAMERA EQUIPMENT AND RELATED ITEMS

WHEREAS, the City of Springdale Police Department relies on camera systems composed of body cameras, police vehicle cameras, related software technology and cloud storage, and

WHEREAS, these camera systems serve as protection for the public as well as the officers utilizing the system, and

WHEREAS, the police department has conducted an evaluation of several camera systems over the past year, and

WHEREAS, the evaluation has concluded that Axon provides the greatest value, and

WHEREAS, the total cost of the camera system is \$5,363,728.55 to be paid over a 10 year period, and

WHEREAS, the Springdale Police Department has received grants in the amount of \$150,000 to be used towards the initial payment, and

WHEREAS, the initial payment of \$268,583.62 would require an appropriation of \$118,583.62 from the unrestricted general fund, and

WHEREAS, the proposed 10 year agreement would allow the City of Springdale to pursue additional grant funding towards the purchase of the camera system, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, THAT

Section 1. Competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.

Section 2. The Mayor and City Clerk are hereby authorized to execute a contract with Axon Enterprise, Inc.. for the purchase of a camera system and associated items, in the amount of \$5,363,728.55.

Section 3. there is hereby appropriated from the Unrestricted General Fund \$118,583.62 for this purchase.

Section 3. there is hereby appropriated from Police grant funding \$150,000.00 for this purchase.

PASSED AND APPROVED this 10th day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



Master Services and Purchasing Agreement for Agency

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

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. 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 Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any 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 upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

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

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

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

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 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 Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **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 Agency 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. Agency confirms and agrees that, in deciding whether to sign this Agreement, it 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 any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 7.6. **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 Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Release Date: 8/18/2023

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible 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 Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon. Nothing herein shall be construed to constitute a waiver of Agency's statutory sovereign immunity pursuant to Ark. Code Ann. §21-9-301.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 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 Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



Master Services and Purchasing Agreement for Agency

18. General.

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

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: _____

AGENCY:

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. Definitions.

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

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
- b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



Master Services and Purchasing Agreement for Agency

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

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency 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 agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - 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**")
 - 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 Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



Master Services and Purchasing Agreement for Agency

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. 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;
 - 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 trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. 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
 - g. 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.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

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.



Master Services and Purchasing Agreement for Agency

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

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



Professional Services Appendix

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

1. **Utilization of Services.** Agency 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 Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration <ul style="list-style-type: none">• Instructor-led setup of Axon View on smartphones (if applicable)• Configure categories and custom roles based on Agency need• Register cameras to Agency domain• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access• One on-site session included
Dock configuration <ul style="list-style-type: none">• Work with Agency to decide the ideal location of Docks and set configurations on Dock• Authenticate Dock with Axon Evidence using admin credentials from Agency• On-site assistance, not to include physical mounting of docks
Best practice implementation planning session <ul style="list-style-type: none">• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies• Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management• Provide referrals of other agencies using the Axon camera devices and Axon Evidence• Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions <ul style="list-style-type: none">• Assistance with device set up and configuration• Training on device use, Axon Evidence, and Evidence Sync
<u>Implementation document packet</u> 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 Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) <ul style="list-style-type: none">• Instructor-led setup of Axon View on smartphones (if applicable)• Configure categories & custom roles based on Agency need• Troubleshoot IT issues with Axon Evidence and Dock access



Master Services and Purchasing Agreement for Agency

Dock configuration

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

Axon instructor training (Train the Trainer)

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

End user go-live training and support sessions

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

[Implementation document packet](#)

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

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (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 Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

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

Best practice implementation planning session to include:

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

System Admin and troubleshooting training sessions

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

Axon Evidence Instructor training

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

TASER CEW inspection and device assignment

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

Post go-live review

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

For the CEW Starter Package: Virtual assistance included.

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

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.



Master Services and Purchasing Agreement for Agency

Return of Old Weapons

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

*Note: CEW Full Service packages for TASER 7 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 Agency to assess Agency'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 agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency'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 Agency'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 Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency 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 agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency'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 Agency'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. Agency 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 Agency travel time by Axon personnel to Agency premises as work hours.



Master Services and Purchasing Agreement for Agency

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



Technology Assurance Plan Appendix

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

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 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 Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 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. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



Axon Auto-Tagging Appendix

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

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (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 Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Axon Fleet Appendix

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

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



Master Services and Purchasing Agreement for Agency

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



Axon Respond Appendix

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

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



Axon Application Programming Interface Appendix

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

1. **Definitions.**

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

2. **Purpose and License.**

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

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

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

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

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

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



Master Services and Purchasing Agreement for Agency

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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
 - 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 Agency 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**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

That which is underlined is added and that which is stricken through is deleted.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 122, ARTICLE II, OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 122, Article II, of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to taxicabs in the City of Springdale, Arkansas;

WHEREAS, various provisions regarding taxicabs contained in Chapter 122, Article II, of the Code of Ordinances of the City of Springdale, Arkansas, are in need of revision;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend various provisions of Chapter 122, Article II, of the Code of Ordinances of the City of Springdale, Arkansas.

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

Section 1: Section 122-26 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 122-26. - Definitions.

As used in this article:

Administrator means the mayor of the City of Springdale, Arkansas, or the mayor's designated agent.

~~*City* means the City of Springdale.~~

Driver means the individual driving a vehicle as a taxicab whether as owner or agent or employee of the owner.

~~*Exclusive ride* means a ride in which the passenger engaging the taxicab restricts his ride solely to himself or to himself and members of his party and the fare is charged at the exclusive rate.~~

Holder means a person to whom a taxicab operator permit has been issued.

Manifest means a daily record prepared by the operator of all trips made by each taxicab showing the time and place of origin and destination for each passenger transported.

Person shall extend and be applied to firms, partnerships, associations, organizations and bodies politic and corporate, or any combination thereof, as well as to individuals.

~~*Public vehicle commission* shall consist of three members appointed by the mayor, and confirmed by majority vote of the city council, for a term of one year.~~

~~*Rate chart* means a card approved by the city to be displayed in each taxicab reflecting the rates of fare then in force and displaying a name and telephone number designated by the administrator for passengers to register complaints.~~

~~Shall is mandatory, not directory.~~

Share ride means a ride shared by two or more taxicab passengers not members of the same party whose fares are discounted proportionately to the number of passengers transported. Passengers may be collected at the same or different destinations. A share ride is limited to three pickups within a four-block radius of the most appropriate route to the first passenger's destination.

Shuttle service shall mean a chauffeured driven, unmetered passenger vehicle, seating 15 passengers or less, including the driver, engaged in the transportation of passengers for hire with the intent to receive compensation for transporting such passengers from points within the City of Springdale to the Northwest Arkansas Regional Airport.

Shuttle service permit shall mean a permit issued by the Northwest Arkansas Airport Authority authorizing the holder thereof to conduct a shuttle service business at the Northwest Arkansas Regional Airport.

Taxicab means a motor-driven vehicle having seating capacity for not more than seven passengers and used for the transportation of passengers for hire from points of origin to destinations as directed by the passengers.

Taxicab driver's permit means permission granted by the city to a person to drive a taxicab in the city for the purpose of picking up customers/clients within the boundaries of the city, but no such permit is required for picking up a person within the city, that the taxicab service has brought into Springdale from another location outside the city, and they are simply returning them to the original location the same business day (round trip) so long as the taxicab operator is licensed by a municipality in Arkansas.

Taxicab operator means a person operating one or more taxicabs.

Taxicab operator permit means permission granted by the city to operate a taxicab service for the purpose of picking up customers/clients within the boundaries of the city, and employing one or more taxicabs for a period of time, and to be renewable under the terms of this article; no such permit is necessary if the taxicab delivers a person to a location within Springdale from outside the city, and then returns in the same business day to pick them up and return them to the location in which they were originally picked up (round trip) so long as the taxicab operator is licensed by a municipality in Arkansas.

Taxicab service means a passenger transportation service operated for hire.

Taximeter means a device which calculates and displays a fare. A dedicated mobile phone app designed exclusively for the purpose of calculating and presenting fares is acceptable.

Waiting time means the time when a taxicab is not in motion and not engaged by a passenger and the time consumed while standing at the direction of a passenger or a person who has engaged such taxicab.

Section 2: Section 122-27 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 122-27. - Authority of administrator; taxicab permit; prerequisites; taxicab driver's permit; general prohibition.

~~(a) Authority of the public vehicle commission~~

(a) Pursuant to Ark. Code Ann. 14-57-302, no person shall engage in or carry on the business of a taxicab service in the City of Springdale without first procuring a permit to do so from the Springdale City Council.

- (1) ~~The public vehicle commission shall meet on the call of the chairman or of two members thereof, or at the request of the administrator, at such times as may be necessary to transact its business. The public vehicle commission administrator shall recommend rates, which must be adopted shall be considered for adoption by the city council.~~
 - (2) The ~~public vehicle commission~~ administrator shall promulgate rules and regulations to govern the taxicab business, which shall deal with, but shall not be limited to the operation and maintenance of taxicabs, safety equipment, the keeping of a manifest, the providing of services, the loading and the unloading of passengers, and the holding of hearings.
- (b) *Authority of the administrator.*
- (1) The administrator shall be responsible for enforcing the provisions of this ordinance applying to taxicabs, as well as the rules and regulations promulgated by the ~~public vehicle commission~~ City Council.
 - (2) The administrator shall also make recommendations to the ~~public vehicle commission~~ city council concerning the regulations set out in this article.
- (c) *Taxicab operator permit/shuttle service permit.*
- (1) Required. No permit to operate a taxicab in the city shall be issued unless and until the Springdale City Council ~~shall certify the public need for taxicab service requires the additional service to be rendered by the applicant~~ approves the application. Before the city council ~~decides this issue~~ takes action on the permit application, ~~the public vehicle commission shall meet and consider the issue and the administrator shall~~ make a recommendation to the Springdale City Council based on the permit requirements contained herein. ~~In deciding whether a permit shall be issued, the council shall consider the criteria set out in [section 122-27](d)(13) of this article. No certificate shall be required for the renewal of any operators license.~~
 - (2) ~~No person shall operate or permit a taxicab owned, leased, or controlled by them to be operated in the city without having first obtained a taxicab operator permit, if such a permit is required under the provisions of this article, as amended. Further, the taxicab operator permit shall be renewable under the provisions of this article.~~
 - (3) ~~No person not licensed under this article shall display a sign on a motor vehicle reading "taxi", "taxicab", or anything of the same meaning for the purpose of soliciting passengers for hire in the city.~~
 - (4) Application. Any person seeking a permit under this section, shall file an application, verified by oath and setting forth the facts showing the person's qualifications to render the service for which the permit is sought, together with the facts which the person considers justifies the permit, and requires the rendering to the public of the service. Upon the filing of the application, the administrator will ~~No later than ten days after receipt of a completed application for a taxicab operator permit, the administrator shall notify the applicant in writing of the date that the public vehicle commission will meet to make a recommendation on the application. At the next regularly scheduled meeting of the Springdale City Council following this meeting of the public vehicle commission, review the application, and if it meets all requirements herein, the administrator will refer the application to the City Council for consideration, and a hearing will be conducted on the application in front of the Springdale City Council. The city shall cause to be given to each and every taxicab operator in the city a due and reasonable notice in writing of the~~

~~date and time of this hearing.~~ The hearing shall be conducted by the city council for all persons interested in or affected by the application.

(5) (3) Shuttle services are not required to have a taxicab operator's permit so long as they have a valid shuttle service permit. In addition to this permit, shuttle services must also obtain the following licenses from the Springdale City Clerk:

a. *A shuttle service license (issued annually).* In obtaining such license, the shuttle service operator shall present proof of their shuttle service permit. If at any time after the shuttle service license is issued by the city clerk, the shuttle service permit is revoked or suspended, or not renewed for any reason by the Northwest Arkansas Regional Airport Authority, then such shuttle service permit issued by the city clerk shall be canceled. Shuttle service operators are not subject to the taxicab rates set out in this article, nor any other restrictions set out in this article, ~~except those specifically set out in section 122-27(c)(5).~~

(d) *General provisions.* Before any taxicab operator permit may be issued, the applicant shall satisfy the following conditions:

- (1) Every operator shall agree to abide by all laws and regulations now in force and/or enacted or promulgated in the future relating to the conduct of the taxicab business in the city.
- (2) Every operator shall maintain a fixed place of business and ~~every operator shall maintain an office open and staffed for a minimum of eight hours a day, five days a week~~ shall provide a copy of a business or occupancy permit from the city where the operator is based. Every operator shall have a telephone number in the name of the business, which is published ~~in the local directory,~~ and accessible through ~~directory assistance~~ the internet and social media.
- (3) Every operator shall agree to notify the administrator immediately upon change of business address.
- (4) Every operator shall provide for each taxicab a communication system to be approved by the administrator and comply with FCC regulations.
- (5) Every taxicab operator shall maintain a dispatch system in operation 24 hours each day, capable of providing reasonably prompt service in response to requests received by telephone. The dispatch system shall be approved by the administrator and comply with FCC regulations. Two-way radios or cell phones are allowed. ~~the preferred system.~~ CB, FRS, GMRS, or MURS radios will ~~shall~~ not be used as the source of communication between the operator's place of business and the taxicab picking up passengers.
- (6) Every operator providing taxicab service in the city shall at all times meet all safety standards required by state and federal law and minimum requirements established by the rules and regulations. All taxicabs must be in mechanically safe condition and must be equipped with basic equipment that ensures the safety and well being of the passengers. This includes, but is not limited to: operating air conditioning and heating systems, functional seat belts, non-cracked window glass, and exhaust system. Seats, floor coverings, and headliners shall be clean, sanitary, and free of visually unappealing, shabby, or torn areas.
- (7) No operator shall permit a taxicab to be operated in the city until it has been inspected and approved by the administrator. The administrator shall authorize the police department to perform an inspection on each taxicab before an operator permit is issued and an annual inspection every year thereafter to ensure compliance to all federal, state, and local rules and regulations. The administrator is authorized to make spot inspections of such taxicabs. If any taxicab operator in the city does not comply with the provisions of

this article and established rules and regulations, a hearing ~~will~~ may be called at the request of the administrator in front of the ~~public vehicle commission~~ City Council to determine if the taxicab operator permit should be suspended or revoked.

- (8) Inspections. The operator shall inspect taxicabs on a daily basis for compliance with all pertinent provisions of this article and rules and regulations promulgated hereunder.
- (9) Insurance. Before any taxicab operator permit is issued, the applicant shall file with the administrator a copy of a policy of insurance issued by some good and solvent corporate insurer licensed to do business in the State of Arkansas covering separately, or on a schedule attached to such policy, each taxicab to be operated under the direction of such applicant. The policy must insure payment in accordance with the provisions thereof to any person, except employees of the applicant, for personal injuries to such person and for any damage to property, except property owned, rented to leased to, in charge of, or transported by the operator other than baggage of passengers, caused by the operation of such taxicab. The policy must be for the minimum amounts required under Arkansas law, ~~which are currently \$25,000.00 for the injury or death of any one person and subject to that limit for each person up to \$50,000.00 for each accident; and for damage to property, \$15,000.00 for each accident.~~ The city shall be listed as an additional insured on the policy, and is to receive notice from the insurance company of lapse or cancellation of such policy. Upon lapse or cancellation of such policy, the taxicab operator permit granted to the operator shall be suspended as of the day the operator's insurance ceases to be in effect: it will thereafter be unlawful for such operator to operate any taxicab in the city.
- (10) Identification. ~~The administrator shall allocate a sequence of numbers to each operator for the purpose of identifying all taxicabs. From that sequence an operator shall allocate a number for each of its taxicabs. This number shall be at least three inches in height; letters of the operator's name shall also be at least three inches in height. Both the number and name of the operator shall be permanently affixed to the taxicab in contrasting colors. The color scheme shall be approved by the administrator.~~
- (11) Transfer of taxicab operator permit. No taxicab operator permit granted under this article may be sold, assigned, transferred, leased or mortgaged without the approval of the ~~public vehicle commission~~ of the City Council.
- (12) Application and fees. Application for a taxicab operator's permit shall be made on forms provided by the Springdale City Clerk and such application shall be verified by oath and shall set forth the facts showing the qualifications of the applicant to render taxicab service within the City of Springdale, together with the facts the applicant considers justified and required in rendering to the public taxicab service. The application shall contain information as required and it shall be accompanied by an annual fee of \$100.00 base charge plus an annual \$10.00 charge per taxicab.
- (13) Criteria. At the hearing on an application, such factors as the following shall be taken into consideration:
 - a. Financial responsibility of applicant;
 - b. Moral character;
 - c. Number of vehicles to be operated;
 - d. Make, model, type and ownership of taxicab or taxicabs to be used;
 - e. Color scheme to be used;
 - f. Effect of additional taxicabs upon traffic congestion, vehicular and pedestrian alike;
 - g. Whether taxes have been paid when due;

- h. Whether the applicant proposes to own, rent or lease some other taxicabs to be used in operating such service;
 - i. Total number of taxicabs in operation;
 - j. Whether the requirements of public convenience and necessity can be met and complied with only by the issuance of additional permits;
 - k. The resulting effect upon the business of existing permit holders and upon existing agencies of mass transportation in the city;
 - l. Whether the applicant will operate and continue to operate during the time that the taxicab operator permit shall remain in effect.
- (e) *Renewal or change in terms of taxicab operator permit.*
- (1) Taxicab operators shall apply for renewal of their permits at least 60 days before expiration of their permits and the taxicab permits shall all expire on December 31 every ~~three~~ years. All permits issued shall expire on the same date, ~~and any permit issued pursuant to this ordinance shall first expire at 11:59 p.m. on December 31, 1999.~~
 - (2) A holder desiring a change in the terms or conditions of the permit must file with the administrator at least 60 days before the permit expires a written request stating reasons for the requested changes.
 - (3) If the administrator determines that a denial of an operator permit, renewal or material change in the terms or conditions of the permit is required, or if a holder requests a material change in the terms or conditions of the permit, the administrator shall submit for consideration to the ~~public vehicle commission~~ City Council a written report containing his recommendations. Upon action being taken by the ~~public vehicle commission~~ City Council, the administrator shall issue a denial of permit renewal or renew the permit as directed by the ~~public vehicle commission~~ City Council.
 - (4) If the permit expires through no fault of the holder before a ruling on the approval or denial of the renewal, the holder may continue to operate the taxicab service pending a final decision. The holder shall cease operation of the taxicab service immediately upon denial of the request for renewal by the ~~public vehicle commission~~ City Council.
- (f) *Taxicab driver's permit.*
- (1) *Required.* No person shall operate a taxicab for hire in the city and no person who owns or controls a taxicab shall permit it to be so operated at any time for hire, unless the driver of said taxicab shall have first obtained and shall then have in force a taxicab driver's permit issued under the provisions of this chapter.
 - (2) *Qualifications.* No taxicab driver's permit shall be granted unless the applicant has the required Arkansas license for transporting passengers, and the applicant has no active suspension on his or her driving privileges in any state. Further, no permit shall be issued if the applicant has been convicted of a felony in the past five years. Further, no permit shall be issued if the felony conviction was for a sexual offense, an offense involving drugs, or the use of a firearm in the commission of the offense, or if it was a violent felony, regardless of when the felony occurred (there is no five-year limitation for this type [of] felony crime).
 - (3) *Application.* Any person desiring a taxicab driver's permit shall, under oath, apply in writing to the administrator. The form of such application shall be developed by the administrator and shall include, but not be limited to, the age, name and address of the applicant. The police department shall also have the authority to require additional documentation, as needed, to process the application.

- a. Fee. A fee of \$5.00 shall be paid to the city at the time the original application is filed, and an annual fee of \$5.00 shall be assessed each year for renewal of the permit.
 - b. [Reserved.]
 - c. When the application is approved, the taxicab driver's permit shall be issued in card form designed by the administrator. The photograph of the driver shall be attached to the card. ~~Each driver will be given a taxicab drivers permit number which will be on such permit.~~ This card shall be posted in a prominent place in the taxicab as prescribed by the administrator and shall be shown to any passenger, police officer, or to the administrator upon request. Only one driver's permit shall be posted in a taxicab at any time.
 - d. Acknowledgment of application. The applicant shall acknowledge with any application that he or she understands that the taxicab driver's permit, if granted, will be for a specific period of time not to exceed one year, and an annual fee will then be charged for renewal of the permit. The applicant shall also acknowledge that it is his or her obligation to notify the administrator any time the drivers driving privileges are suspended, or the driver is convicted for driving while intoxicated or actual control of a motor vehicle while intoxicated.
- (4) *Investigation.* Each applicant shall ~~be given an~~ provide an Arkansas State Police criminal background check to have been performed within the preceding sixty (60) days. ~~form which they will complete and forward to the Arkansas State Police, Records Section, with required fee.~~ Each applicant shall obtain a driver's license history report from the department of finance and administration and pay any resulting fee. Upon return of the record check and driver's history report, the applicant will deliver it to the administrator for completion of the background investigation. The administrator shall forward all applications to the Springdale Police Department, Records Section, for a city criminal record check and traffic record. The police department shall return the application with the criminal record check and traffic record to the administrator. The administrator may develop rules and regulations with respect to the investigation and issuance of a taxicab driver's permit, but no driver's permit shall be issued if the applicant has a suspended or revoked driver's license in any state. Renewal of permit shall require a ~~yearly~~ driver's history report ~~to be submitted~~ and an Arkansas State Police background check to have been performed within the preceding sixty (60) days ~~performed on a bi-annual basis.~~
- (5) *Duplicate driver's permit.* Upon presentation of convincing evidence that a taxicab driver's permit has been lost or destroyed and payment of a replacement fee of \$2.50 the administrator shall issue a duplicate driver's permit.
- (6) *Penalty for DWI.* Suspension of taxicab driver's permits shall be for three years for the conviction of driving while intoxicated.
- (7) *Smoking prohibited.* No taxicab driver or other employee of the taxicab company shall smoke in the taxicab while passengers are present.
- (g) *Use of scanner prohibited; monitoring of other operators' calls prohibited.* The use of scanners and the monitoring of other operators' calls is hereby prohibited.
- (h) *Emergency suspension; grounds for suspension or revocation of permit.* The administrator has the power to suspend a taxicab operator permit or a taxicab driver's permit in the case of an emergency. The administrator also has the power to seek an injunction in the event of such emergency. The administrator shall hold hearings and make recommendations to the ~~public~~

~~vehicle commission~~ City Council concerning suspension or revocation or operators' and drivers' permits. Such action may be taken for, but shall not be limited to, violation of rules and regulations as developed by the administrator, violation of this article, the criminal laws of the State of Arkansas, or the laws of the United States.

- (i) *Hearings.* If a taxicab operator or driver feels aggrieved by any action taken by the administrator, such person can appeal the decision of the administrator to the ~~public vehicle commission~~ City Council. ~~If any taxicab operator or driver feels aggrieved by any decision by the public vehicle commission, such person may take an appeal to the city council for the city. If there is an appeal from the administrator's decision to the public vehicle commission, such appeal will be heard within ten days after the public vehicle commission is notified that a hearing is requested. If an appeal is taken to the city council, the council shall set a hearing on the appeal within 21 days after the city clerk is notified of such appeal request.~~

Section 3: Section 122-28 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 122-28. - Taxicab service.

All persons engaged in the taxicab business in the city shall answer all calls received for services inside the corporate limits of the city as soon as they can do so; and if such services cannot be rendered within a reasonable time, they shall then notify the perspective passenger how long it will be before the call can be answered and give the reason(s) therefor. Any holder who refuses to accept a call anywhere in the corporate limits at any time the holder has taxicabs available or fails or refuses to provide taxicab service shall be deemed to have failed to satisfy the ~~public convenience and necessity~~ requirements of the taxicab operator permit issued to such holder. Any holder failing to provide the service herein set forth would be subject to the suspension/revocation provisions of Section 26-42.1. of the Code of Ordinances of the City of Springdale, Arkansas. ~~may be required to appear before the administrator to show cause why such permit should not be suspended or revoked.~~ However, this provision does not prohibit a driver from refusing to transport an unruly or disorderly person.

Section 4: Section 122-30 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 122-30. - Rates of fare.

- (a) A holder or a taxicab driver shall not charge a fare for operating a taxicab in the city except as provided in this chapter. A holder may propose a change in the rates of fare by filing the proposal with the administrator for consideration by the ~~public vehicle commission~~ City Council.
- (b) The ~~public vehicle commission~~ City Council shall hold a hearing to consider the proposed change in rates of fare after due and reasonable notice to each and every taxicab operator affected shall have been given and after adequate opportunity to be heard with respect thereto shall have been afforded to each and every taxicab operator. After the hearing, the ~~public vehicle commission~~ City Council may approve, disapprove, or modify the proposed change.
- (c) ~~The public vehicle commission shall annually review the maximum ceiling meter rates as provided for in this chapter to determine the appropriateness of the rate after a determination a change in the rates is needed, such recommended change shall be certified by the public vehicle commission to the city council. The new rates shall not be effective until passage of a resolution by the city council. All rates shall apply equally and uniformly to all permit holders in the City of Springdale.~~

Section 5: Section 122-31 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 122-31. - Meter rates established.

- (a) It shall be unlawful for any person, owning, operating, driving, or in charge of any taxicab for hire in the city to drive or operate such taxicab, or to use or advertise in connection therewith the word "taxi," "taxicab," or "cab" or in soliciting trade from the public to represent or exhibit such vehicle as a "taxi," "taxicab," or "cab" unless such vehicle is equipped with an approved taximeter according to the provisions of this chapter. An approved taximeter is a taximeter that registers accumulating fare charge with each amount being visible to passenger(s).
- (b) Meter rates shall be used exclusively by all taxicabs excluding waiting time except as provided in subsection (e) of this section. The ceiling rates shall apply to all taxicabs operating in the city, and the ceiling rates may be amended by the city council by passage of a resolution.

The following rates are effective as of June 10, 2008:

- (1) Exclusive ride (a ride in which the passenger engaging the taxicab restricts his ride solely to himself or to himself and members of his party and the fare is charged at the exclusive rate). Ceiling rate, no more than a rate of:
 - a. Initial meter charge \$3.50
 - b. Charge per mile 2.25
- (2) No more than \$1.00 per additional person shall be charged.
- (3) Waiting time ceiling rate, not to exceed \$18.00 per hour.
- (4) A \$1.00 per pick-up fuel surcharge shall be charged.
- (c) Under the share ride, a maximum of three pickups at different locations shall be permitted; after which all parties must reach their destination before additional pickups can be made.
- (d) Passengers shall pay only the fare which appears on the meter. If no fare appears on the meter, the passenger's ride shall be free, except as provided in subsection (e) and excluding waiting time.
- (e) A taxicab operator may make special contractual arrangements in advance with persons at fares either higher or lower than those set forth by this article, but such contract must be in writing and a copy thereof filed with the administrator.

Section 6: Section 122-35 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 122-35. - Application for additional taxicabs; hearing.

The holder of a valid taxicab operator permit operating taxicabs in the city may file with the administrator an application for an increase in the number of taxicabs operated by such holder in accordance with standards adopted in subsection 122-27(d)(13) which application shall set forth:

- (1) That the applicant is in compliance with the statutes of the State of Arkansas, the ordinances, rules and regulations of the city pertaining to the operation of taxicabs;
- (2) The number of taxicabs operated by applicant;
- (3) The number of additional taxicabs requested by the applicant;
- (4) The facts which ~~constitute public convenience and necessity~~ justifying the additional service.

Upon the filing of such application, a hearing on the application shall be conducted by the ~~public vehicle commission~~ City Council. All persons interested in or affected by such application may appear in person or by representatives at such hearing and introduce evidence and be heard in support of or in opposition to such application.

Section 7: All other provisions of Chapter 122 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

Section 8: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Secs. 110-176. - Required.

No parade, picket line or group demonstration shall be permitted on the sidewalks, streets, and parks or other public places of the city unless a permit therefore has been issued by the city; provided, that nothing in this article shall be construed to prevent the peaceful assembly of any group for orderly expression or communication between those assembled.

(Ord. No. 3258, § 1, 11-12-02; Ord. No. 5302, § 3, 7-24-18)

Sec. 110-177. - Authority to issue; application.

The chief of police, or in his or her absence the next highest ranking officer of the police force on duty, shall have the authority to issue permits as required in this article, and in the issuance thereof shall require a written application to be filed during normal business hours not less than 72 hours in advance of the parade, picket line or group demonstration on a form prescribed by the police department that shall require the application to be signed by the person filing the application. The applicant shall therein state the proposed place, time, purposes and size of the proposed parade, picket line or group demonstration, and whether any minors below the age of 18 years will participate. Any proposed event which involves street closure(s) will require approval by the designated representative from the public works department.

Any proposed event in which city staff are needed to set up/remove cones and barricades will require the applicant to post a \$500.00 deposit/retainer fee with the city clerk's office.

A 24-hour notice is required to city staff if an event is to be cancelled. A visual inspection will be conducted by the city at the listed "end time" on the permit application. The permit applicant's deposit, in whole or in part, may be retained by the city if:

- (1) Cancellation is not given to city staff for an event; or
- (2) City employees are required to remove trash, materials or equipment from the street, park, or public area after the agreed upon "end time" of the event.

In the event that the permit applicant's deposited is retained, the city will provide the applicant with a written explanation of all charges.

(Ord. No. 3258, § 1, 11-12-02; Ord. No. 4742, § 1, 10-8-13; Ord. No. 5302, § 4, 7-24-18; Ord. No. 5391, § 1, 6-11-19)

Sec. 110-178. - Contents.

- (a) *Participation of minors.* The chief of police, or in his absence the next highest ranking police officer on duty, shall determine and specify in the permit required by this article whether minors below the age of 18 years will be permitted to participate in the parade, picket line or group

demonstration. He shall base his determination upon whether the purpose, time or place of the participation will be detrimental to or endanger the health, welfare or safety of such minors.

- (b) *Parade route, time, etc.* The permit may set the starting time and duration of the parade, demonstration or picket line and may set the speed of its travel, the space between persons or vehicles, the portions or areas of the streets, sidewalks, parks or other public place to be used, the length of the parade, group or line, and such other requirements as the police chief or other designated officer may include in the permit for the control of free movement of traffic upon the streets and sidewalks, to minimize potential disruption to the park or other public place, or for the health, safety and property rights of the participants and general public. Failure to comply with the requirements set forth in the permit shall be unlawful.
- (c) *Person in charge.* The applicant for permit shall specify and the permit shall designate the person in charge of the parade, group demonstration or picket line; and such person in charge shall accompany the parade, demonstration or picket line and shall carry such permit with him at that time.

(Ord. No. 3258, § 1, 11-12-02; Ord. No. 5302, § 5, 7-24-18)

Sec. 110-179. - Officials to be notified upon issuance.

Immediately upon the issuance of a permit under this article, the chief of police should give notice thereof to the following:

- (1) The mayor;
- (2) The city attorney;
- (3) The fire chief;
- (4) The director of public works; and
- (5) The director of parks and recreation.

(Ord. No. 3258, § 1, 11-12-02; Ord. No. 4742, § 2, 10-8-13; Ord. No. 5302, § 6, 7-24-18)

Sec. 110-180. - Refusal to issue.

- (a) The chief of police, or in his absence the next highest ranking police officer on duty, shall refuse to issue a permit under this article when the activity or purpose stated in the application would violate the provisions of this Code, any other ordinance of the city, or any statute of the state, or when the activity or purpose would endanger the public health or safety, or hinder or prevent the orderly movement of pedestrian or vehicular traffic on the sidewalks or streets of the city.
- (b) The chief of police or other designated officer, in considering the issuance of a permit shall, among other considerations provided, consider and find as a requisite for issuance that:
 - (1) The activity will not require excessive diversion of police from other necessary duties.

- (2) The activity will not interfere with the right of property owners in the area to enjoy peaceful occupancy and use of their property.
- (3) The activity can be conducted without unreasonable interference with normal vehicular or pedestrian traffic in the area, will not prevent normal police or fire protection to the public, and will not be likely to cause injury to persons or property, provoke disorderly conduct or create a public disturbance.
- (c) No parade, picket line or group demonstration shall be permitted within any public building or structure.

(Ord. No. 3258, § 1, 11-12-02)

Sec. 110-181. - Appeals from refusal to issue.

Any person aggrieved by the denial of a permit under this article shall have a right of appeal to the mayor, but notice of such appeal must be given within five days after denial. The appeal upon such notice shall be heard by the mayor within five days.

(Ord. No. 3258, § 1, 11-12-02)

Sec. 110-182. - Revocation.

Upon violation of the terms of a permit under this article by those participating, the chief of police or such officer of the police force as may then be in charge, is authorized to revoke the permit and direct those participating to disperse.

(Ord. No. 3258, § 1, 11-12-02)

Sec. 110-183. - Block party permits.

The city administration is authorized to issue block party permits and collect a permit fee of \$25.00 for each permit.

(Res. No. 56-01, 6-26-01)