

1. Agenda Items

Documents: [BOMC-3-2-16-AGENDAITEMS.PDF](#)

1.1. Agenda

Documents: [BOMC-3-2-16-RM-AGENDA.PDF](#)

**RESOLUTION FOR THE CITY MANAGER TO EXECUTE CONTRACTS
ASSOCIATED WITH THE COMMUNITY PROMOTION PROGRAM (CPP)**

WHEREAS, the Board of Mayor and Commissioners established the CPP to promote the City through the arts and community events; and

WHEREAS, the Board of Mayor and Commissioners allocated \$15,000 to the CPP in the 2016 Annual Budget; and

WHEREAS, a review of the applications for CPP funds was conducted at the February 24th Board of Mayor and Commissioners Work Session;

WHEREAS, the Board of Mayor and Commissions agreed to fully fund the 2016 Avondale Estates Farmers Market at five thousand dollars (\$5,000), the 2016 Avondale May-Ham Fest at seven thousand dollars (\$7,000), and the 2016 Southern Surf StompFest at one thousand five hundred dollars (\$1,500). The Board of Mayor and Commissioners also agreed to fully fund the 2017 Rail Arts District (RAD) Studio Cruise at five thousand dollars (\$5,000) but indicated that these funds will come out of the 2017 Annual Budget;

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Mayor and Commissioners of the City of Avondale Estates authorizes the City Manager to execute contracts with the above mentioned event representatives.

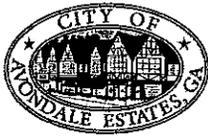
SO RESOLVED, this 2nd day of March, 2016.

**BOARD OF MAYOR AND COMMISSIONERS
CITY OF AVONDALE ESTATES, GEORGIA**

Jonathan Elmore, Mayor

ATTEST:

Gina Hill
City Clerk



City of Avondale Estates

Community Promotion Program: Funding Request

Section A: Applicant

1. Name of Organization or Individual: The Avondale Estates Farmers Market
Contact Person (if different than above): Melanie Green
2. Mailing Address: PO Box 767, Avondale Estates, GA 30002
3. Telephone Day (614) 330-9700
4. Email: mgreen.1098@gmail.com
5. Tax Exempt Number and Date/Date of Incorporation (State of GA): May 8th, 2014, not tax exempt
6. Number of Years in Avondale Estates: 2016 will be the market's 3rd year
7. Have you ever received funds from the City of Avondale Estates? Yes
8. If yes, what was the most recent funding amount? \$4,000
9. Were there any residual funds at the completion? Yes, roughly \$1,200, but all allotted for CPA and New Tent

Section B: Project

1. Project Title: The Avondale Estates Farmer's Market
2. Schedule-Start and End Date: April 3rd, to October 30th, weekly, Sundays
3. Hours of Operation Each Day: 10:00 am to 2:00 pm
4. Amount Requested: \$5,000
5. Funds Disbursement Date: Before April 1st, 2016

Section C: Certification

Signature: Authorized Official/Individual

Date January 27th, 2016

Title: Board Member

Sections D-F: Sections D-F require an attachment, as indicated in the Application Instructions accompanying this form.

Approved: _____ Yes _____ No Approved by: _____ For Official Use Only Date: _____ Grant Amount: _____

The Avondale Estates Farmers Market - CPP Application

2016

REQUIRED ATTACHMENT



Section D: Project summary Narrative

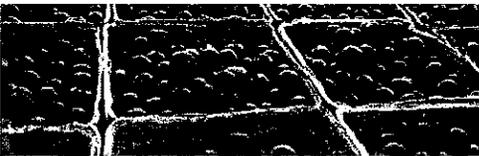
1. Our mission is to provide Avondale Estates residents and neighbors from surrounding areas with a weekly shopping experience where they can connect directly with organic farmers, local food producers, and craftsmen.



2. In 2015 we set up a LLC corporation with a board of directors. Several volunteers signed up as market



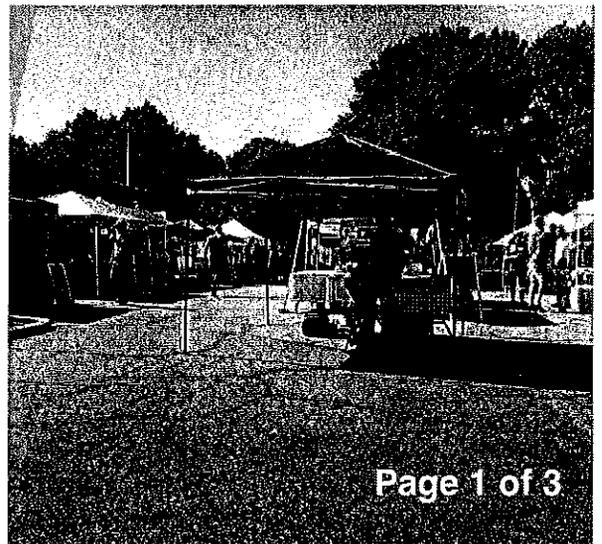
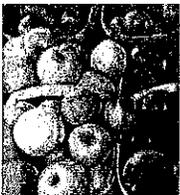
managers and support staff. Meetings have been held on a monthly basis and a marketing person was hired for promotion. We are currently seeking to streamline the Market Manager to one main point person with volunteers to help on an as needed basis.



3. The Second year allowed us a small margin of profit to allow us to extend the market a month to the vendors and community at no charge. We were able to pay our market managers and social media promoter and still allow the vendors and community to have access to our local organic produce and products through November to the City of Avondale Estates.

4. We have three plans for promotion this year: monthly vendor features, Instagram, and My Parents Basement. Facebook proved to be one of our best marketing tools and with the addition of an Instagram account, we can link our Twitter and Facebook accounts increasing our digital traffic. With the added Instagram account, we can increase our social media traffic and foot traffic with the use of hashtags such as: #AEFM, #shoplocalAE, #bizarrebazaar, and more. Weekly social media newsblasts will continue to be utilized. In 2016, we intend to be mainly focused on promotion by social media. Anticipating the great success of RAD again this year, we will also leverage that event to promote our grand opening. Our partnership with My Parents Basement will allow us to continue to support local vendors and businesses. My Parents Basement also has a monthly craft vendor event on Sundays that the AEFM will collaborate with, the Bizarre Bazaar. Our monthly vendor feature hopes to be a promotion of a vendor/s' produce or product gift to one of our market attendees.

5. The turnout for the market probably averaged about 275-300 per Sunday, a small but significant increase from last year's 250. The impact of weather and other events caused attendance to vary from 150 to as many as 400.





Section E: Accessibility

1. The entire market, being on flat ground with no existing street curb, is entirely accessible. Originally at Little Tree, the event was moved to the Credit Union parking lot, 52 North Avondale Road for greater drive-by exposure and attendance. This year, we have partnered with My Parents Basement on 22 North Avondale Road. My Parents Basement has a large enough parking lot that will allow some parking next to the vendors and then plenty of street parking as well. This allows us to keep the market in close proximity to our previous location, sustain our visibility and accessibility the Credit Union parking lot provided, and increase exposure and attendance with My Parents Basement patrons.
2. There are no accessibility limitations.



Section F: Project Budget:

Proposed Expense Budget for 2016: (based on 2015)

• Printed Materials	\$200
• Market liability Insurance	\$400
• Bank Fees	\$100
• Directors and Officers Insurance	\$750
• Social Media , \$500 monthly	\$4,000
• Water, Supplies, new tent (\$400), and incidentals.....	\$650
• Part time Market/ Marketing Manager	\$120 weekly (\$3,360)
• CPA fees	\$700
• Live Music 32 @ 100 (music twice last year, want every week)	\$3,200
• Taxes	\$100
TOTAL	\$13,460

Current Funding: (Projected)

From Vendors & Farmers based on last year, less five weeks, reduced app fees.....	\$7,810
City of Avondale Estates (REQUESTED AMOUNT)	\$5,000
TOTAL	\$12,810

Total income for 2015 was \$13,235. Net income was \$15,235. However the actual bank balance is \$1,404 and we are saving back for a new tent, some signage, and the CPA fees which will about zero out our account.





City of Avondale Estates
Community Promotion Program: Funding Request

Section A: Applicant

1. Name of Organization or Individual: AVONDALE MAY HAM FEST
Contact Person (if different than above): AMY AND DUSTY MUMMA
2. Mailing Address: 209 FOREST GLEN CIR, AVONDALE EST, GA 30002
3. Telephone Day: AMY-717-381-9309 Evening: DUSTY 717-587-8760
4. Email: mumma1313@yahoo.com FAX: _____
5. Tax Exempt Number and Date/Date of Incorporation (State of GA): NEW GROUP / NOT TAX EXEMPT
6. Number of Years in Avondale Estates: 1ST YEAR
7. Have you ever received funds from the City of Avondale Estates? NO
8. If yes, what was the most recent funding amount? _____
9. Were there any residual funds at the completion of the project? How much? _____

Section B: Project

1. Project Title: AVONDALE MAY HAM FEST
2. Schedule-Start and End Date: MAY 7th 7am - 3am (set up + clean up)
3. Hours of Operation Each Day: 1 DAY EVENT
4. Amount Requested: \$7,000-
5. Funds Disbursement Date: APRIL 1ST

Section C: Certification

[Signature]
Signature: Authorized Official/Individual

1-27-16
Date

Title: ORGANIZER

Sections D-F: Sections D-F require an attachment, as indicated in the Application Instructions accompanying this form.

Approved: Yes No Approved by: _____ For Official Use Only Date: _____ Grant Amount: _____



AVONDALE MAY-HAM FEST

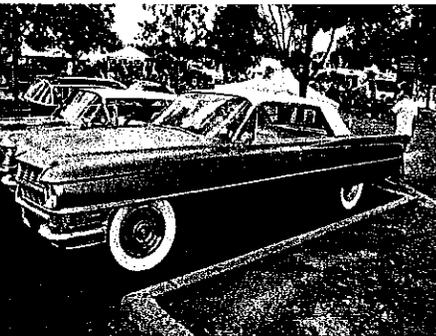
PROJECT SUMMARY NARRATIVE



Our mission is to bring the “world’s greatest tailgating party” to Avondale Estates. For 16 years, the World Famous Drive-Invasion has been an annual event in Atlanta. Drive-Invasion was founded in 1999 by surf guitarist Scott “Rip Thrillby” Rogers as an annual all-day outdoor tail-gating celebration of the American drive-in. Each year brought a unique blend of rock ‘n’ roll, classic American cars, great food, and b-movies under the stars. This event has taken place for 15 years at the Starlight Drive-In and one at The Green Lot at Turner Field. We would like to bring a similar event to Avondale Estates. The partners of Drive-Invasion would like to present “Avondale May-Ham Fest” as an annual event to promote businesses in Avondale Estates, bring the community of Avondale together, and showcase to non-Avondale residents that Avondale is a vibrant, exciting place for art, food, and entertainment.



Avondale May-Ham Fest will host 12 bands two stages, side show acts, a variety of vendors, a car show, and 3 movies after dark.



Bob and Marghe Means (Little Tree Art Studios) will partner with Dusty and Amy Mumma (Drive-Invasion). The partners will manage all correspondence and financials. Pine Street Market and My Parents Basement will be supporting the event.



Drive-Invasion, as an attendee paid event, has averaged 3,000 attendees per year. With Avondale May-Ham Fest being free to attendees, we estimate this average to be higher.

ACCESSIBILITY

We will request that the streets around the Rail Arts District be closed for the day of the event (Pine Street from Avondale Rd to Washington Street and Franklin Street from Locust to Olive Street). The Avondale Free Public Parking will be utilized during this event. As the vendors, mainstage, and movie screen will be on the streets, they will be accessible and meet ADA requirements.

Individual venues will be responsible for meeting the ADA requirements.

Avondale May-Ham Fest will supply Wheelchair/Handicap accessible port-o-lets.

PROJECT BUDGET

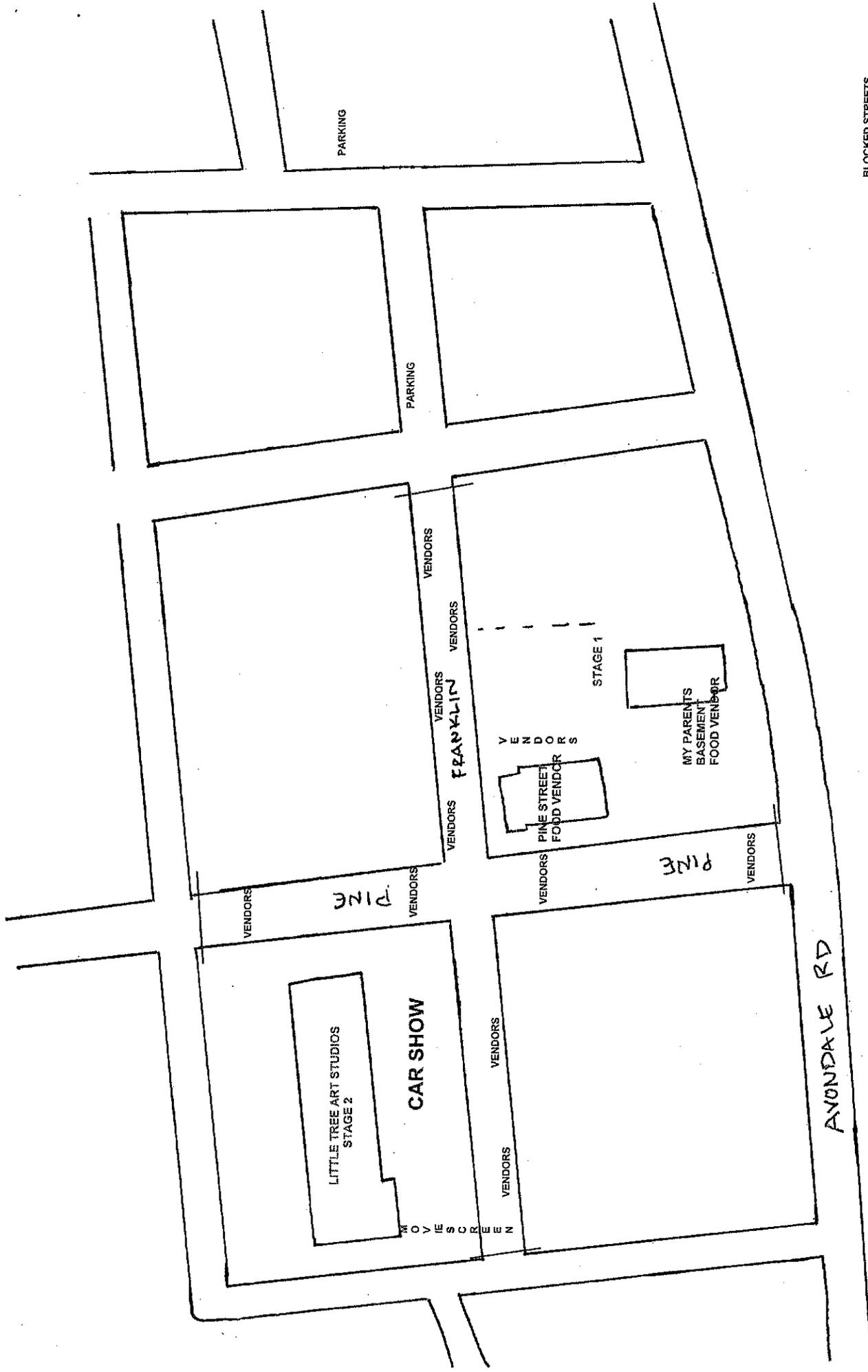
Administrative fees will be absorbed by the partners.

Expenses

Marketing (posters, banners, social media).....	\$1,590.00
Staging.....	\$1,500.00
Movies (projectionist, screen, 3 movies)	\$2,860.00
Generators.....	\$ 500.00
Entertainment (12 bands).....	\$3,000.00
Music Licensing.....	\$ 50.00
Liability Insurance.....	\$1,000.00
Security.....	\$ 500.00
Port-o-lets.....	\$ 500.00
Cleanup.....	\$ 500.00
 Total.....	 \$12,000.00
 Income	
Sponsorship.....	N/A Currently
Vendors.....	\$5,000.00
 Funding requesting.....	 \$7,000.00



AVONDALE MAY-HAM FEST



——— BLOCKED STREETS

- - - - - WILL UTILIZE PUBLIC PARKING AREAS AND OPEN STREETS FOR PARKING



City of Avondale Estates

Community Promotion Program: Funding Request

Section A: Applicant

1. Name of Organization or Individual: Chad E. Shivers
Contact Person (if different than above):
2. Mailing Address: 1098 Athena Ct. Acworth, GA 30101
3. Telephone Day: 770-715-5025
4. Email: chadshiversmusic@gmail.com FAX: n/a
5. Tax Exempt Number and Date/Date of Incorporation (State of GA): n/a
6. Number of Years in Avondale Estates: n/a
7. Have you ever received funds from the City of Avondale Estates? No
8. If yes, what was the most recent funding amount? n/a
9. Were there any residual funds at the completion of the project? How much? n/a

Section B: Project

1. Project Title: Southern Surf StompFest 2016
2. Schedule-Start and End Date: September 17, 2016
3. Hours of Operation Each Day: 12pm-10pm
4. Amount Requested: \$1500
5. Funds Disbursement Date: September 15, 2016

Section C: Certification

Chad E. Shivers
Signature: Authorized Official/Individual
Title: Head Organizer

1/29/16
Date

Sections D-F: Sections D-F require an attachment, as indicated in the Application Instructions accompanying this form.

Approved: _____ Yes _

_____ No Approved by:

For Official Use Only

Date:

Grant Amount: _____

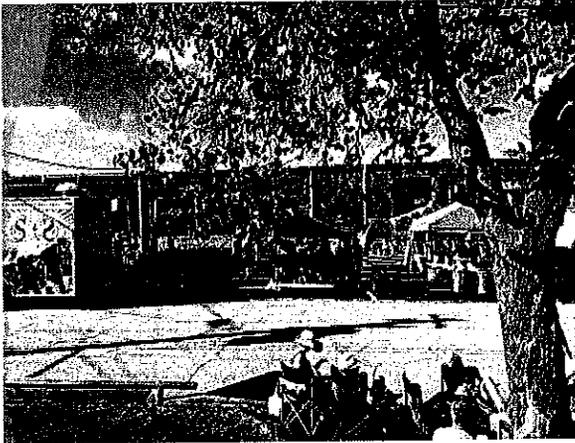
Section D: PROJECT SUMMARY NARRATIVE (Criteria: Organization and Project)

1. Southern Surf StompFest aims to be a world-class festival featuring local, regional, as well as national surf music (a primarily instrumental music genre suitable for all listeners that was developed in the early 1960s) among other acts. This free, family-friendly event will also incorporate vendors and artists from Avondale Estates and surrounding neighborhoods.

2. Currently our operation is a team of six volunteers whose members come from a variety of backgrounds that include (and are certainly not limited to) event planning, booking, promotion, advertising, design, and live sound engineering. We also plan to enlist many more volunteers to help maintain the property and handle the expected volume of attendees, attending to their needs wherever possible.

3. Southern Surf StompFest 2015 was projecting an audience of around 200, while the actual numbers were almost double that. The event was featured on Creative Loafing's website, ATL Retro, and Decaturish.com. Many of our vendors, sponsors, and contributors were from Avondale Estates which were featured in our program and announced between acts, where the audience was encouraged to support the local businesses. A festival kickoff party was also held the night before at Sunbrimmer Records, bringing with it more business.





4. Our goal is to explore many advertising, media, and press outlets through print, handbills, websites/blogs, social media, radio, podcasts, etc. We will work in conjunction with Little Tree Art Studios and their network of creative artists/entrepreneurs, and cross promote with Avondale businesses working with them as vendors and sponsors, serving to showcase not just the venue itself, but the merchants and community at large.

5. As previously stated, the 2015 event drew roughly 400 audience members. With greater promotion and preparation we expect 500-600 in 2016.

SECTION E: ACCESSIBILITY (Criteria: Organization and Project)

Provide a narrative and diagram, if appropriate.

1. The event will be partially held outside at Little Tree Art Studios, where the parking lot will be clear of vehicles and accessible by all attendees.
2. Either portable restrooms or those in participating surrounding businesses will be available for persons with disabilities.

SECTION F: PROJECT BUDGET – EXPENSES (Criteria: Budget)

- Talent (bands/DJ): \$2250
- Little Tree Art Studios: \$100
- Printed Materials: \$200
- Other Advertisements (social media, radio, etc.): \$200
- Water, Supplies, Misc.: \$250

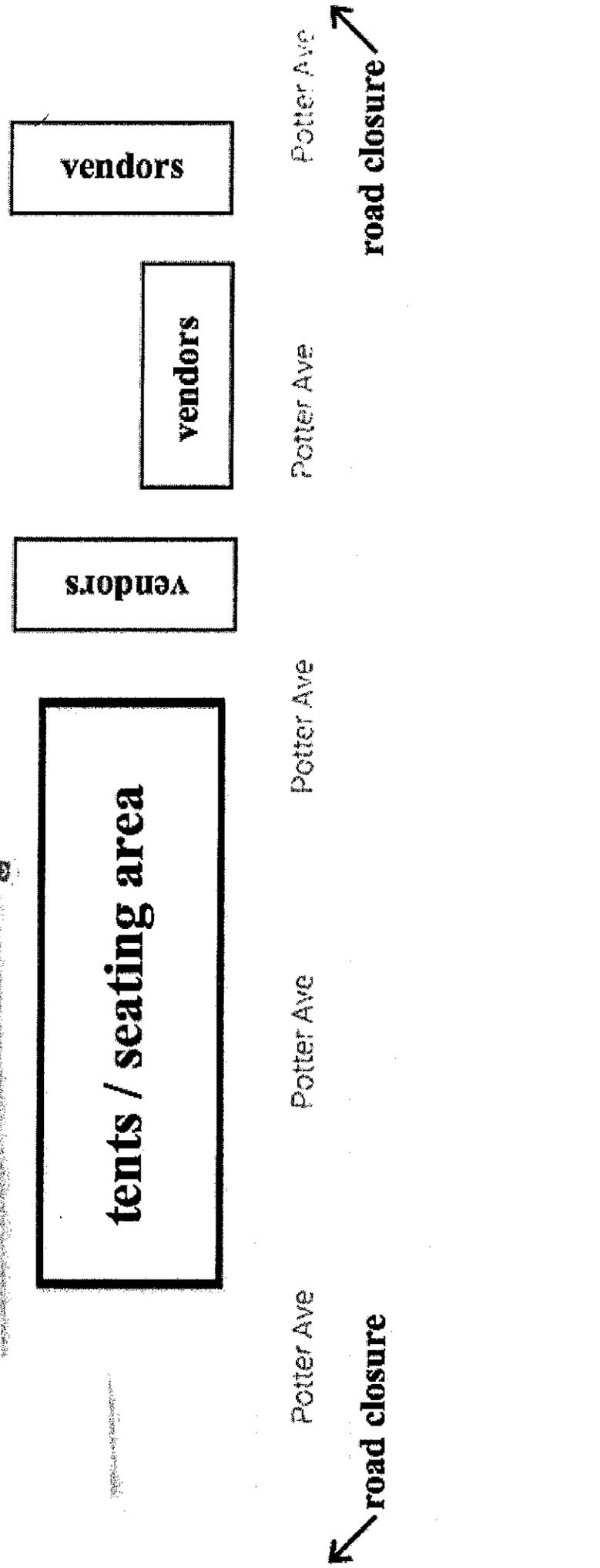
Total: \$3000

With requested city funds we intend to use no less than \$200 of which to cover advertising, \$100 for venue rental, and divide the remaining \$1200 among the travelling bands and DJ to serve as a guarantee for their services.

2015's event was funded entirely through individual donations, sponsorships, and vendor fees. In total the artists received \$1750 and Little Tree \$100, with upfront costs covered by the promoters themselves. While we still plan on utilizing the aforementioned methods of reaching our monetary goals, with the help of the city of Avondale Estates 2016's Southern Surf StompFest will be a bigger, better event and run even more efficiently than before.

Little Tree Art Studios

Crescent Screen
Printing, Inc



tents / seating area

vendors

vendors

vendors

Potter Ave

Potter Ave

Potter Ave

Potter Ave

Potter Ave

road closure

road closure

**Alcoholic Beverage License Application
Application for Open Area, Deck and/or Patio Sales
17 North Avondale Plaza**

Chapter III, Article IV, Section 3-95 states that “No consumption and/or sale of alcoholic beverages shall be allowed in open areas, decks, patios or similar unenclosed spaces on the premises of an establishment licensed to sell alcoholic beverages unless written application is made to and approved by the governing authority under such conditions as it may deem appropriate for the protection of public health, safety and welfare including, but not limited to, maximum capacity, ingress and egress.”

Palookaville, business license and Certificate of Occupancy pending, has submitted a written request as required above. The business has been taken over by new owners. The patio configuration will remain the same as was approved in 2013.

Alcoholic Beverage License Application — Part VIII

Application for Open Area, Deck and/or Patio Sales

Note: This part only applies to licensed consumption on the premises establishments.

Name of establishment : Palookaville
Address of establishment: 17 N Avondale Plaza Avondale 30002
Licensee's Name: James Maggare

No consumption and/or sale of alcoholic beverages shall be allowed in open areas, decks, patios, or similar unenclosed spaces on the premises of an establishment licensed to sell alcoholic beverages unless this application is completed, submitted to the city clerk, and approved by the Board of Mayor and Commissioners of the City of Avondale Estates under such conditions as it may deem appropriate for the protection of public health, safety and welfare including, but not limited to, maximum capacity, ingress and egress.

A site plan showing the enclosed structure and the open area, deck, patio, or similar unenclosed space on the premises must be attached to this application. Provisions for ingress and egress from the building interior to the open area, deck, patio, or similar unenclosed space on the premises must be indicated thereon.

I hereby make application for approval of a Palookaville (patio, deck, other open and unenclosed space) sales area for the consumption and/or sale of alcoholic beverages. I understand it shall be prohibited for customers to leave the premises with open beverages and it is the licensee's responsibility to ensure that no open beverages are sold and carried from the premises.

[Signature]
Signature of Licensee
1/27/16
Date of Application

Date received by city clerk: _____

Agenda item for _____ meeting of the Board of Mayor and Commissioners

Approved this _____ day of _____, 19 _____.

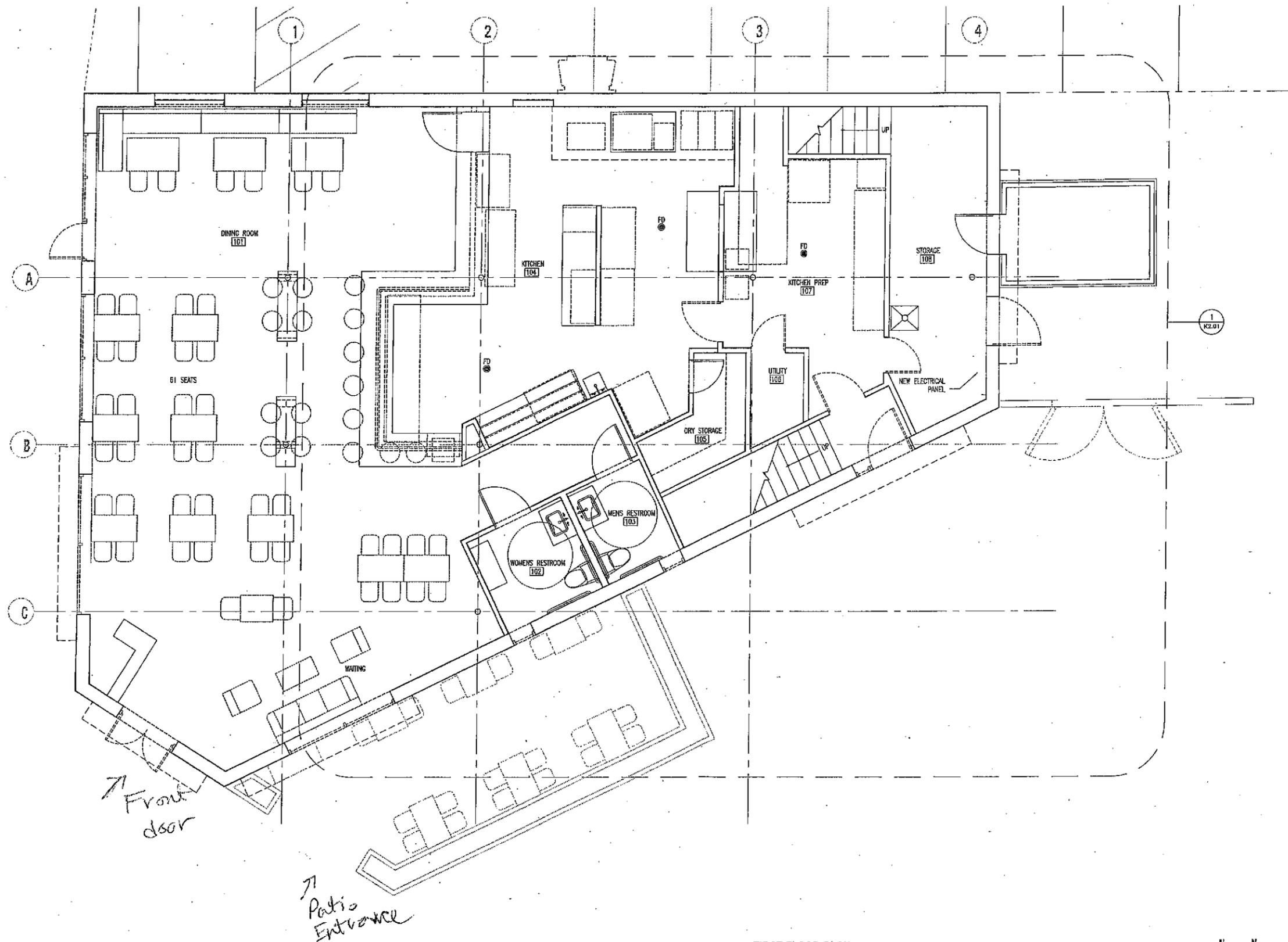
Restrictions, if any _____

Board of Mayor and Commissioners
City of Avondale Estates

Attest:

Mayor

City Clerk



PALOOKAVILLE FINE FOODS

17. N. AVONDALE PLAZA
 17 NORTH AVONDALE PLAZA
 AVONDALE ESTATES, GA 30002
 DEKALB COUNTY

PROJECT no.

11.29.2012	DRAFT PLANS

FIRST FLOOR PLAN

A2.01
 DRAFT
 NOT FOR CONSTRUCTION

Georgia Municipal Association Retirement Plan Updates

The purpose of adopting the restated the 401(a) Defined Contribution plan is to incorporate relevant provisions of recent Federal regulations. The City must adopt the restated plan to continue allowing employees retirement benefits associated with the plan.

**SUMMARY OF CHANGES
TO THE RESTATED
GEORGIA MUNICIPAL ASSOCIATION
401(A) DEFINED CONTRIBUTION PLAN**

I. GENERAL OVERVIEW

On March 31, 2014, the IRS issued a favorable advisory letter for the Pre-Approved Georgia Municipal Association 401(a) Defined Contribution Plan ("401(a) DC Master Plan"). The 401(a) DC Master Plan, as approved, incorporates the relevant provisions of the Pension Protection Act of 2006 ("PPA"), the Heroes Earnings and Assistance and Relief Tax of 2007 ("HEART"), the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), the final Treasury regulations under Code Section 415 published on April 5, 2007, and model amendments provided under Internal Revenue Service Notice 2009-82. As a result of these changes, each Employer is required to sign an updated 401(a).

II. SUMMARY OF CHANGES TO THE MASTER PLAN DOCUMENT

The following summarizes the changes in the restated 401(a) DC Master Plan:

- ❖ Incorporates previous amendments to the Master Plan document.
- ❖ Includes certain post-severance compensation, accrued before a participant's severance from employment but paid within 2-1/2 months after the participant's severance for annual Code Section 415 limitation testing purposes.
- ❖ Treats any differential pay and certain post-employment payments to employees in qualified military service as compensation for annual Code Section 415 limitation testing purposes.
- ❖ Clarifies that any corrections required with respect to contributions in excess of the annual Code Section 415 limitation may be done pursuant to the IRS correction program.
- ❖ Allows an employer to include coverage for additional employers who will be treated as participating employers in a multiple employer plan.
- ❖ Eliminates the forfeiture account and provides that participant's non-vested employer contributions forfeited during a calendar year must be used no later than the last day of the second month following the calendar year to reduce or supplement employer contributions. If the employer does not otherwise direct, forfeitures will be used to reduce employer contributions.
- ❖ Clarifies the payout options from which a participant may choose to have his or her benefits paid.

- ❖ Temporarily suspends the required minimum distribution rules for 2009 for required minimum distributions.
- ❖ Updates the eligible rollover distribution provisions.
- ❖ Updates rules relating to benefit payments to minors and individuals deemed incompetent.
- ❖ Clarifies the requirements to comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") and the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART").

III. SUMMARY OF CHANGES TO THE ADOPTION AGREEMENT

The following summarizes the changes in the restated 401(a) DC Adoption Agreement:

- ❖ Requires employers to specify and clearly define the classes of employees who are eligible for, and excluded from, participation in the plan without identifying the names of the employees.
- ❖ Clarifies that an employee may not be excluded from participating or receiving contributions under an employer's plan based on the attainment of a maximum age.
- ❖ Permits employers to elect to include certain post-severance compensation, accrued before a participant's severance from employment but paid within 2-1/2 months after the participant's severance, as compensation for purposes of determining contributions to the plan.

As has been the case in the past, all amendments must be approved by the GMA Board of Trustees prior to implementation.

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: 888-821-8703

Paul Conroy
 (404) 294-5400
 pconroy@avondaleestates.org



Quotation

Quote: Q-33323-3
 Date: 1/25/2016 7:37 AM
 Quote Expiration: 2/29/2016
 Contract Start Date*: 3/1/2016
 Contract Term: 5 years

Bill To:
 Avondale Estates Police Dept.-GA
 21 N. Avondale Plaza
 Avondale Estates, GA 30002
 US

Ship To:
 Paul Conroy
 Avondale Estates Police Dept.-GA
 21 N. Avondale Plaza
 Avondale Estates, GA 30002
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David Gollobit	(480) 905-2060	dgollobit@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Upfront hardware/Unlimited Yr. 1/Net30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
13	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 5,187.00	USD 0.00	USD 5,187.00
13	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
13	74022	SM POCKET MOUNT, 4", AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
13	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 2,990.00	USD 1,495.00	USD 1,495.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 70.00	USD 70.00	USD 0.00
13	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 948.00	USD 12,324.00	USD 2,600.00	USD 9,724.00
520	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

Upfront hardware/Unlimited Yr. 1/Net30 Total Before Discounts: USD 21,003.00

Upfront hardware/Unlimited Yr. 1/Net30 Discount: USD 4,165.00

Upfront hardware/Unlimited Yr. 1/Net30 Net Amount Due: USD 16,838.00

Unlimited Yr. 2- due 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
13	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 12,324.00	USD 862.68	USD 11,461.32
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
520	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Unlimited Yr. 2- due 2017 Total Before Discounts:						USD 12,756.00
Unlimited Yr. 2- due 2017 Discount:						USD 862.68
Unlimited Yr. 2- due 2017 Net Amount Due:						USD 11,893.32

Unlimited Yr. 3- due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
13	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 948.00	USD 12,324.00	USD 862.68	USD 11,461.32
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
520	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Unlimited Yr. 3- due 2018 Total Before Discounts:						USD 12,756.00
Unlimited Yr. 3- due 2018 Discount:						USD 862.68
Unlimited Yr. 3- due 2018 Net Amount Due:						USD 11,893.32

Unlimited Yr. 4- due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
13	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 948.00	USD 12,324.00	USD 862.68	USD 11,461.32
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
520	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Unlimited Yr. 4- due 2019 Total Before Discounts:						USD 12,756.00
Unlimited Yr. 4- due 2019 Discount:						USD 862.68
Unlimited Yr. 4- due 2019 Net Amount Due:						USD 11,893.32

Unlimited Yr. 5- due 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
13	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 948.00	USD 12,324.00	USD 862.68	USD 11,461.32
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
520	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Unlimited Yr. 5- due 2020 Total Before Discounts:						USD 12,756.00
Unlimited Yr. 5- due 2020 Discount:						USD 862.68
Unlimited Yr. 5- due 2020 Net Amount Due:						USD 11,893.32

Subtotal	USD 64,411.28
Estimated Shipping & Handling Cost	USD 86.87
Grand Total	USD 64,498.15

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between February 1, 2016 and February 14, 2016. Axon Fleet is available for delivery between August 1, 2016 and August 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (if needed): _____

Please sign and email to David Gollobit at dgollobit@taser.com or fax to 888-821-8703

THANK YOU FOR YOUR BUSINESS!

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Evidence.com Master Service Agreement

TASER International, Inc. (TASER, us, or we) and _____ (Agency, your, or you) agree to accept and be bound by the following terms and conditions effective _____, 20____ (Effective Date).

1 **Access Rights.** Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services for the storage and management of and Your Content during the subscription term ("Term"). This is not a data sharing agreement. We do not continuously audit, inspect, or monitor individual agency content or Your Content. You are not intending to waive or diminish any privacy interests by your use of the Evidence.com Services. The Evidence.com Services and data storage are subject to usage limits, including, for example, the quantities specified in quotes, order forms and purchase orders. Unless otherwise specified, (a) a quantity in a quote, order form or purchase order refers to end users, and the Evidence.com Service may not be accessed by more than that number of end users, and (b) an end user identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Evidence.com Service. You and each of your end users agree to adhere to this Agreement and all laws, rules, regulations, and policies applicable to your use of the Evidence.com Services. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.

2 **You Own Your Content.** You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You are solely responsible for the uploading, sharing, withdrawal, management and deletion of Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.

3 **Evidence.com Data Security.**

3.1 **Generally.** We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We will maintain a comprehensive Information Security Program (ISP) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by you at any time. You will contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.

3.2 **FBI CJIS Security Addendum.** For customers based in the United States, we agree to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum for the Term of this Agreement. Upon request we will provide a signed CJIS Security Addendum Certification for each authorized employee to you or, if it exists, a statewide repository for such documentation.

4 **Our Support.** We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.

5 **Data Privacy.** We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

6 **Data Storage.** We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.

7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term; except in the case of the Public Agency Optional Licenses described in Section 8.1. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. You are responsible for paying all subscription fees and applicable taxes and duties for Evidence.com Services. Unless otherwise specified by us, all fees for Evidence.com Services are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content. We may charge you interest at the rate of 1.5% per

month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.

8 Optional Subscription License Tiers. This Section 8 applies to the optional subscription licenses listed below. You may elect to be billed upfront or annually for these optional subscription licenses, and that election will be reflected on your quote. The optional subscription license prices do not include the purchase price of any hardware or data storage of other data files generated from non-Axon cameras or the Evidence Mobile App. If the optional subscription license is terminated early, no refunds or credits will be given. This Section 8 does not apply if you do not purchase any of the Optional Subscription License Tiers.

8.1 Public Agency Optional Licenses. Each of the optional subscription licenses in this Section 8.1 must be purchased at the point of sale of the hardware. Any hardware provided under the optional subscription licenses is subject to TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* available at <https://www.taser.com/legal>.

8.1.1 Evidence.com Ultimate License. Each Evidence.com Ultimate License includes the benefits of the Evidence.com Pro License, 20 GB of storage, and TAP for the Axon camera. TASER's current Sales Terms and Conditions for the Axon Flex® and Axon Body Cameras TASER Assurance Plan (U.S. Only) (TAP) are available at <https://www.taser.com/legal>.

8.1.2 Evidence.com Unlimited License. Each Evidence.com Unlimited License includes the benefits of the Evidence.com Ultimate License and unlimited data storage for Axon camera and Evidence Mobile generated data in the Evidence.com Services. You must implement a data retention schedule in the Evidence.com Services for the management of Your Content stored in the Evidence.com Services to qualify for the Evidence.com Unlimited License. We reserve the right, in our sole discretion, to place any data stored in your Evidence.com accounts and not viewed or accessed for 6 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access. The Evidence.com Unlimited License must be purchased for a 3- or 5-year term.

8.1.3 Officer Safety Plan. The Officer Safety Plan includes all the benefits of the Evidence.com Unlimited License, TAP for the Evidence.com Dock, one TASER brand conducted electrical weapon (CEW) with a 4-year extended warranty, one CEW battery, and one CEW holster of your choice. At any time during the Officer Safety Plan term you may choose to receive the CEW, battery and holster by providing a \$0 purchase order (orders may take 4-6 weeks to process). At the time you elect to receive the CEW, you may choose from any CEW model currently offered by us. The Officer Safety Plan must be purchased for a 5-year term. If the Officer Safety Plan is terminated before the end of the term and you did not receive your CEW, battery and holster then we will not and have no obligation to provide these items or a credit under the Officer Safety Plan. If the Officer Safety Plan is terminated before the end of the term and after you receive your CEW, battery and holster then then: (a) you will be invoiced for the remainder of the MSRP for the CEW, battery, and holster not already paid as part of the Officer Safety Plan before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to us within 30 days of the date of termination.

8.2 Prosecutor Licenses. Each Prosecutor Standard License and Prosecutor Professional License includes unlimited data storage for Axon camera and Evidence Mobile generated data shared through the Evidence.com Services. You must implement a data retention schedule for the storage of relevant evidence and case related data in the Evidence.com Services for the management of Your Content stored in the Evidence.com Services to qualify for the Evidence.com Prosecutor Standard License or Prosecutor Professional License. We reserve the right, in our sole discretion, to place any data stored in your Evidence.com accounts and not viewed or accessed for 6 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access.

9 Suspension of Evidence.com Services. We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:

9.1 Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

9.2 You are, or any end user is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 30 days; or

9.3 You have become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

9.4 If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.

10 Term.

10.1 Subscription Term. The start date of the Term of this Agreement will be determined based upon the shipment date of any hardware ordered as authorized by you in a signed quote or purchase order and will remain in effect for the subscription Term agreed to in the quote or purchase agreement together with any renewal Terms until terminated as provided in this Agreement. If the hardware is shipped in the first half of a month, then the Term starts on the 1st of the following month. If the hardware is shipped in the last half of a month, then the Term begins on the 15th of the following month. If no hardware is purchased, then the Term will begin on the first of the month following the invoice date of the initial invoice containing the licenses. If the quote or purchase agreement contains multiple hardware shipments, the start date of the agreement is based upon the first hardware shipment, and the services related to the remaining shipments will be prorated and co-termined with the initial start date. This Agreement automatically renews for additional successive Terms of one (1) year each after the



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completion of your initial Term at the list prices then in effect, unless you give us written notice of cancellation sixty (60) days prior to the end of a Term.

10.2 Free Trial Term. If you signed up for a free trial, you are granted a limited non-exclusive license to use the Evidence.com Services for the term of the free trial period (Trial Term). Upon the expiration of the Trial Term you must purchase the Evidence.com Services to continue to use the Evidence.com Services to access Your Content.

10.3 Free Evidence.com Lite Account. If you signed up for a free Evidence.com Lite account, you are granted a limited non-exclusive license to use the Evidence.com Lite Services. Your use of the Evidence.com Lite Services is not limited to a specific term and you may cancel your Evidence.com Lite account and download Your Content at any time. Evidence.com Lite allows users to manage their conducted electrical weapon (CEW) firing logs and TASER CAM data.

11 Termination.

11.1 Termination for Cause.

11.1.1 By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period. In the event that you terminate this Agreement under this Section and we failed to cure the material breach or default, we will issue you a refund of any prepaid amounts on a prorated basis.

11.1.2 By Agency. You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by you. You agree to deliver notice of termination under this Section (11.1.2) at least 90 days prior to the end of the then current fiscal year.

11.2 Effect of Termination. Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 2, 5-7, 12, 13 (except the license granted to you in Section 13), 14, and 16-20 will continue to apply in accordance with their terms.

12 Return of Your Content.

12.1 During the Term. You can log into the Evidence.com Services to retrieve and manually download Your Content at any time during the Term.

12.2 After Termination. We will not delete any of Your Content as a result of a termination during the 90 days following termination. During this 90-day period you may retrieve Your Content only if you have paid all amounts due (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability for you to retrieve Your Content). You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 90-day period. We have no obligation to maintain or provide any of Your Content after the 90-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services. Upon request, we will provide written proof that all of Your Content has been successfully deleted and fully removed from the Evidence.com Services.

12.3 Post-Termination Assistance. We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Requests that we provide additional assistance to you in downloading or transferring Your Content will result in additional fees from us and we will not warranty or guarantee data integrity or readability in the external system.

13 IP Rights. We or our licensors own and reserve all right, title, and interest in and to the Evidence.com Services and related software. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to the Evidence.com Services, including without limitation all Intellectual Property Rights. If you or your end users provide any suggestions to us for enhancements or improvements, we will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

14 License Restrictions. Neither you nor any of your end users may use the Evidence.com Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit



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material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Evidence.com Services you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

15 Third-Party Products and Services. No purchase of third-party products or services is required to use the Evidence.com Services other than a computer and Internet access. Any acquisition by you of third-party products or services and any exchange of data or Your Content between you and any third-party provider, is solely between you and the applicable third-party provider; including any fees necessary to obtain or use the third-party products or services. We are not responsible for examining or evaluating the content or accuracy of third-party products or services and we do not warrant and will not have any liability or responsibility for any third-party products or services, or for any other materials, products, or services of third parties. If you install or enable Third-Party Applications for use with Evidence.com Services, you acknowledge that we may need to allow providers of those Third-Party Applications to access Your Content as required for the interoperation of the Third-Party Applications with the Evidence.com Services. We are not responsible for any disclosure, modification or deletion of Your Content resulting from any access by Third-Party Application providers.

16 Representations by You. You represent and warrant to us that: (a) you have been duly authorized by the laws of the applicable jurisdiction, and by a resolution of your governing body, if legally required, to execute and deliver this Agreement and to carry out your obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) if you are a government agency, that the Evidence.com Services will be used by you only for essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; (d) if you are a government agency, you have funds available to pay until the end of its current appropriation period, and you intend to request funds to make payments in each appropriation period, from now until the end of the Term; and (e) you are responsible for (i) your or any of your end users' use of the Evidence.com Services (including any activities under your account and use by your employees and agents), (ii) breach of this Agreement or violation of applicable law by you or any of your end users, (iii) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content, (iv) a dispute between you and any of your end users, and (v) a dispute between you and any third-party over your collection or use of Your Content. You agree to maintain insurance coverage up to the amount allowed by State and local laws and regulations that would cover any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim in this Section 16.

17 Our Warranty. We warrant that the Evidence.com Services (a) will perform materially in accordance with the Documentation, (b) will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform the Evidence.com Services, and (c) will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. All warranties or guarantees given or made by us with respect to the Evidence.com Services are solely for the benefit of you and your end users and are not transferable and are null and void if you breach any term or condition of this Agreement.

THE EVIDENCE.COM SERVICES ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE THAT THE EVIDENCE.COM SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE EVIDENCE.COM SERVICES WILL MEET YOUR REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION 17, TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE EVIDENCE.COM SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. You are solely responsible for: (a) all data before it is uploaded to the Evidence.com Services; (b) configuring and setting up any hardware or networks that you connect to the Evidence.com Services; (c) your networks and how they may interact with the hardware, software, or Evidence.com Services; and (d) any security settings you establish to interact with or on the Evidence.com Services. We disclaim any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

18 Indemnification by Us. We will defend, indemnify, and hold you harmless, and each of your respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any: (a) acts or omissions of us or our subcontractors or anyone directly or indirectly employed by any of them, save and except for damage or injury caused solely by the negligence of you or your agents, officers, or employees; and (b) third-party claim alleging that the use of the Evidence.com Services as permitted under this Agreement infringes or misappropriates the intellectual property

rights of a third party. You must provide us with prompt written notice of each such claim, tender to us the defense or settlement of each such claim at our expense, and cooperate fully with us in the defense or settlement of each such claim. If we receive notice of an alleged infringement, or if your use of the Evidence.com Services will be prevented by permanent injunction, we may, at our sole option and expense, procure for you the right to continue using the Evidence.com Services as provided in this Agreement, modify the Evidence.com Services so that it no longer infringes, replace the Evidence.com Services with other services of equal or superior functional capability, refund to you all amounts paid by you to us under this Agreement for the Evidence.com Services in the 1-year period immediately preceding the first event giving rise to the claim of infringement, or in the case of trademark infringement, instruct you to use an alternative trademark. We have no liability to you or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by you or any third party not approved by us; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by us; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by us as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of you that are otherwise provided in or arise out of this Agreement.

19 **Limitations of Liability.** WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE EVIDENCE.COM SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE EVIDENCE.COM SERVICES, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE EVIDENCE.COM SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE EVIDENCE.COM SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

20 **Miscellaneous.**

20.1 **Definitions.**

20.1.1 **"Evidence.com Services"** means our web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon@ Mobile App, other software, maintenance, storage, and any other product or service provided by us under this Agreement. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.

20.1.2 **"Your Content"** means software, data, text, audio, video, images or other content you or any of your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under your account or otherwise transfer, process, use or store in connection with your account.

20.1.3 **"Documentation"** means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Evidence.com Services provided by us, as that documentation may be updated by us from time to time.

20.1.4 **"Confidential Information"** means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates that is not subject to your public record laws. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

20.1.5 **"Policies"** means any Service Level Agreement, the Trademark Use Guidelines, all restrictions described on the Evidence.com site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

20.2 **Confidentiality.** Any party may use the other party's Confidential Information only as permitted under this Agreement. Except as required by applicable law or judicial order, you will not disclose our Confidential Information during the Term or at any time during



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the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information.

20.3 Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

20.4 Independent Contractors. The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or 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.

20.5 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

20.6 Non-discrimination and Equal Opportunity. During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

20.7 U.S. Government Rights. The Evidence.com Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Evidence.com Services. If you are using the Evidence.com 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, you will immediately discontinue your use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

20.8 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use the Evidence.com Services, including your transfer and processing of Your Content, the provision of Your Content to end users, and the region in which any of the foregoing occur.

20.9 Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that we may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without your consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) to as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

20.10 No Waivers. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with this Agreement to be effective.

20.11 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

20.12 Governing Law; Venue. The laws of the state where you are physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

20.13 Litigation Costs. In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and taxable costs.

20.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

20.14.1 To You. We may provide any notice to you under this Agreement by: (i) posting a notice on your specific agency Evidence.com site; or (ii) sending a message to the email address(es) then associated with your account. Notices we provide by posting on your Evidence.com site will be effective upon posting and notices we provide by email will be effective when we send the email. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

20.14.2 To Us. To give us notice under this Agreement, you must contact us: (i) by email transmission to evidencecontracts@taser.com; or (ii) by personal delivery, overnight courier or registered or certified mail to TASER International, Inc., ATTN: Evidence Contracts, 17800 N. 85th Street, Scottsdale, Arizona 85255. We may update the email or address for notices to us by posting a notice on your Evidence.com site. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission



Evidence.com Master Service Agreement

or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective 3 business days after they are sent.

20.15 Entire Agreement. This Agreement, including the Policies and the quote provided by TASER, is the entire agreement between you and TASER regarding the Evidence.com Services. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement. You agree that your purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features of the Evidence.com Services. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

20.16 Voluntary Agreement. This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.

20.17 Time is of the Essence. Time is of the essence in connection with all matters and obligations pertaining to this Agreement.

20.18 Counterparts. If this Agreement form requires the signatures of the parties, then this Agreement may be executed in multiple counterparts, each of which is considered an original. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of the document as if the original had been received.

TASER International, Inc.

By: _____
Name: _____
Title: _____
Signature Date: _____

Address:
17800 N. 85th Street
Scottsdale, AZ 85255
Attn: General Counsel
Email: legal@taser.com

Agency Name: _____
By: _____
Name: _____
Title: _____
Signature Date: _____

Address:

[Document revised 8-5-2015]

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Approved as to Form:

Robert E. Wilson
City Attorney

Title: TASER International, Inc.'s Sales Terms and Conditions – Direct Sales to End User Purchasers
Department: Legal
Version: 7.0
Release Date: 1/14/2015

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers
(Effective January 14, 2015)**

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER," "we," "us," or "our") products and services purchased directly from us. Products and services sold by us are expressly subject to and conditioned upon the terms and conditions set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the product or service, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on us.

Return Policies. All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below for TASER® Citizen Products.

Exchanges for TASER Citizen Products. The citizen model products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. Any product returned to TASER without prior authorization from us will be considered an unauthorized return, and you will not receive credit for the product and we will not ship the product back to you. Unless the product is defective or the return is a direct result of our error, we may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

To return a citizen model product, you must first go to our website, www.TASER.com and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. We will not accept returns without an RMA number. See the Product Warranty, www.TASER.com, or contact us at 800.978.2737 (+1.480.905.2000 for International callers) for information on how to obtain an RMA number. You must ship the product to us within 5 days of the date that we issue the RMA number as follows:

- in the original product packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- at your expense and insured (if you return the product uninsured then you accept the risk of loss or damage during shipment);
- with the RMA number clearly marked on the outside of the return packaging;
- with proof of purchase of the product (receipt, purchase order, or invoice); and
- with your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, we will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions. If you fail to follow the return or exchange instructions and policies provided by us, we are not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

Quotes. A quotation is an offer to sell, is valid only for the products and services listed on the quote at the prices listed on the quote, and is subject to these Sales Terms and Conditions, all of which are

Title: TASER International, Inc.'s Sales Terms and Conditions – Direct Sales to End User Purchasers
Department: Legal
Version: 7.0
Release Date: 1/14/2015

deemed incorporated into the quote. The quote from TASER contains the entire terms and conditions associated with the transaction. You may accept a quotation by signing the quote, issuing a purchase order, or other writing expressing your intention to be bound. Any terms, conditions or writing within your purchase order or other writing addressing the subject matter of the transaction, will be for your internal purposes only and the terms and conditions contained therein will have no force or effect. If you have not signed a quote from TASER, then your order is subject to cancellation by us, in our sole discretion. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

Prices. The price of the products and services are set forth in the quote specifically provided to you (if no quote was provided then the price is that set forth on our current price list or www.TASER.com). Prices do not include taxes, shipping, handling, insurance or other similar charges; any such charges will be added to the price or separately invoiced unless otherwise expressly indicated at the time of sale.

Payment Terms. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. We may invoice parts of an order separately. Where no credit has been granted to you or where credit has been withdrawn (in our absolute discretion) or for international sales, payment is required in full prior to shipment. Payment must be by credit card, wire transfer, or some other prearranged payment method. If we have reasonable grounds to believe that you will fail to comply with the payment terms or with the agreed credit terms, we are entitled to postpone or to refuse delivery of an order.

Taxes. Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.

Shipping; Title; Risk of Loss. We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier, unless otherwise specified, and title and risk of loss pass to you upon delivery to the common carrier by TASER. You are responsible for all freight charges. Any loss or damage that occurs during shipment is your responsibility. Shipping dates are estimates only. Delivery is typically 2–6 weeks after receipt of order or payment.

Excusable delays. We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, we have the right, in our sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

Not For Resale or Export. Shipping of some our products out of the United States is restricted by U.S. federal law and neither the product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with us.

Regulations and Restrictions. You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products and services including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to our website (www.TASER.com) or contact our Customer Service

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Department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER CEW products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

Warranty Coverage. Our current warranty provisions, warranty exclusions, release, and any limitations of liability located at www.TASER.com are also applicable to your purchase.

Product Warnings. See our website at www.TASER.com for the most current product warnings.

Proprietary Information. You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.

Design Changes. We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.

Severable Provisions. If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

No Assignment. You may not assign this agreement nor any related order and you may not delegate your duties under this agreement without our prior written consent which will not be unreasonably withheld. We may assign this agreement without your consent.

Entire Agreement. These Sales Terms and Conditions, along with the quote, sales order acknowledgement, and the applicable product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

Governing Law. The laws of the state where you are physically located, without reference to conflict of law rules, govern these Sales Terms and Conditions and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to these Sales Terms and Conditions.

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**TASER International, Inc.'s Sales Terms and Conditions for the
Evidence.com Dock and AXON flex™ and AXON body Cameras TASER Assurance Plan (U.S. Only)
(Effective May 15, 2015)**

These Sales Terms and Conditions ("Terms") apply to your purchase of the TASER® Evidence.com Dock ("Dock"), AXON flex™ camera/AXON body camera, related accessories, and the TASER Assurance Plan ("TAP").¹ The products and TAP are expressly subject to and conditioned upon the Terms set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the products, you accept and are bound to these Terms. Any different or additional terms set forth by you, whether in a purchase order or another communication, are expressly objected to and will not be binding on TASER.

TASER Assurance Plan (TAP). TAP may be purchased as part of the Evidence.com Ultimate License ("Ultimate License"), Evidence.com Unlimited License ("Unlimited License"), Officer Safety Plan ("OSP"), or on a standalone basis. If TAP is purchased on a standalone basis, TAP's purchase price does not include any initial hardware, software and the Evidence.com services must be purchased separately. TAP provides you with hardware extended warranty coverage, Spare Products (for AXON cameras), and Upgrade Models at the end of the TAP Term. TAP only applies to the AXON flex camera and controller, AXON body camera, or Dock, depending on the plan purchased. TAP does not apply to software or services offered for, by, on, or through the TASER.com or Evidence.com websites.

To qualify to purchase TAP, you must either purchase: (a) Ultimate or Unlimited Licenses for a 3-year term; (b) OSP for a 5-year term; or (c) standalone TAP and Evidence.com services for at least 3 years.

You may not buy more than one TAP for any one AXON camera or Dock product. TAP must be purchased for all AXON cameras/Docks purchased by your agency after your agency elects to participate in TAP.

TAP Warranty Coverage. See TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* at www.TASER.com ("Hardware Warranty"). TAP includes the extended warranty coverage described in the current Hardware Warranty. TAP for the AXON camera products also includes free replacement of the AXON flex controller battery and AXON body battery during the TAP Term.² TAP warranty coverage starts at the beginning of the TAP Term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the AXON camera/Dock product.

SPARE AXON cameras. For TAP for AXON camera products, TASER will provide a predetermined number of spare AXON cameras (and controllers if applicable) (collectively the "Spare

Products") to you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. You may not buy a new TAP for the replacement product or the Spare Product.

Within 30 days of the end of the TAP Term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgrade Models if you purchase a new TAP for the Upgrade Models.

TAP Upgrade Models. Upgrade Models to be provided as follows during and/or after the TAP Term: (i) after 3 years if you purchased 3 years of Evidence.com services/Ultimate Licenses/Unlimited Licenses and all TAP payments are made; or (ii) once after 2.5 years and once again after 5 years if you purchased 5 years of Evidence.com services/Ultimate Licenses/Unlimited Licenses/OSP and made all TAP payments. Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after you receive the Upgrade Models, you must return the products to TASER or TASER will deactivate the serial numbers for the products for which you received Upgrade Models unless you purchase additional Evidence.com licenses for the AXON camera products you are keeping. You may buy a new TAP for any Upgraded Model.

TAP AXON Camera Upgrade Models. If you purchased TAP as a stand-alone service, then TASER will upgrade the AXON camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If you would like to change product models for the Upgrade Model, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

If you purchased Ultimate License, Unlimited License or OSP, then TASER will upgrade the AXON camera (and controller if

¹ These terms apply when you purchase TAP as a stand-alone service for AXON camera products or Docks or as part of the Ultimate License, Unlimited License or OSP. The Ultimate and Unlimited Licenses do not include TAP coverage for Docks. The OSP does include TAP coverage

for Docks.

² Applies to replacement for batteries which fail to function for any reason not excluded by the Hardware Warranty.

**TASER International, Inc.'s Sales Terms and Conditions for the
Evidence.com Dock and AXON flex™ and AXON body Cameras TASER Assurance Plan (U.S. Only)
(Effective May 15, 2015)**

applicable), free of charge, with a new on-officer video camera of your choice.

TAP Dock Upgrade Models. TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If you would like to change product models for the Upgrade Model or add additional bays, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

TAP Term. The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

TAP Termination. If an invoice for TAP is more than 30 days past due or your agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding AXON product related TAPs with your agency. TASER will provide notification to you that TAP coverage is terminated. Once TAP coverage is terminated, then:

1. TAP coverage will terminate as of the date of termination and no refunds will be given.
2. TASER will not and has no obligation to provide the free Upgrade Models.
3. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
4. You will be responsible for payment of any missed payments due to the termination before being allowed to purchase any

future TAP.

TAP Payment Terms. TAP may only be purchased at the point of sale. TASER will separately invoice you on an annual basis for the cost of TAP and you are responsible for payment within 30 days of the invoice (even if TASER does not receive an annual purchase order from you prior to issuing the invoice). The payment due date is based upon the Term start date. If multiple purchases of AXON camera products/Docks have been made, each purchase may have a separate TAP payment due date. Payment will be considered past due if not paid in full or if not received within 30 days of the invoice date.

Sales Terms. TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers, located at <https://www.taser.com/legal>, are also applicable to your purchase.

No Assignment. You may not assign the TAP or any related order and you may not delegate your duties under these Terms without TASER's prior written consent, which will not be unreasonably withheld.

Entire Agreement. These Terms, along with the quote, sales order acknowledgement, Sales Terms and Conditions for Direct Sales to End User Purchasers, and the applicable product warranty, license and service agreements, constitute the entire agreement between the parties for the purchase of the AXON camera/Dock products and TAP. These Terms supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement.

AXON flex is a trademark of TASER International, Inc., and TASER and  are registered trademarks of TASER International, Inc., registered in the U.S. © 2015 TASER International, Inc. All rights reserved.

GCCMA 60th Anniversary Proclamation

WHEREAS, the Georgia City-County Management Association (GCCMA) is celebrating 60 years of service to Georgia's leaders, cities, and counties;

WHEREAS, GCCMA is the recognized affiliate organization of the International City/County Management Association (ICMA); and

WHEREAS, GCCMA, originally founded in 1956 by a small group of managers interested in professional development, has grown and expanded its membership to include Georgia's city and county managers and administrators, directors of regional development centers, and their principal assistants; and

WHEREAS, GCCMA membership represents several state agencies in addition to representatives of the Association of County Commissioners of Georgia and the Georgia Municipal Association; and

WHEREAS, GCCMA is revered as the premier association of professional local government leaders building sustainable communities to improve lives across Georgia; and

WHEREAS, GCCMA's mission is to create excellence in local governance by fostering innovation, collaboration, mentoring, networking, continuing education and other professional development opportunities; and

WHEREAS, GCCMA provides a variety of member services including a coaching program and two educational conferences each year, with programs emphasizing issues of special interest to Georgia Managers, and

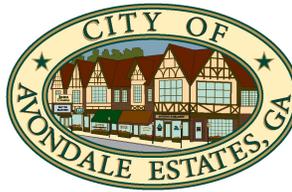
WHEREAS, GCCMA members also have access to multiple training programs on special subject matters as part of GCCMA's commitment to continuing professional development, and

WHEREAS, GCCMA has assisted professional local government managers in all areas of the State of Georgia in obtaining continued education and experience through scholarship and internship programs;

NOW, THEREFORE, I, Mayor Jonathan Elmore, do hereby recognize the Georgia City-County Management Association's 60th Anniversary in the year of 2016 and encourage all of our government leaders to recognize GCCMA for the significant impact the organization has made and continues to make in Georgia's communities.

Duly entered in the Minutes of City of Avondale Estates, this 2nd day of March 2016.

Jonathan Elmore, Mayor



**BOARD OF MAYOR AND COMMISSIONERS
REGULAR MEETING**

March 2, 2016

7:30 p.m.

AGENDA

- Item No. 1 Meeting Called to Order
- Item No. 2 Invocation (Commissioner Beebe)
- Item No. 3 Pledge to the Flag
- Item No. 4 Adoption of Agenda
- Item No. 5 Approval of Minutes:
January 20, 2016 Work Session
January 25, 2016 Special Called Meeting
- Item No. 6 Commissioner Updates – Subjects of General Interest and Concern
- Item No. 7 Monthly Report by the City Manager Concerning the Status of Matters in Progress and Upcoming Issues and Events
- Item No. 8 Citizens' Comments:
"It's another beautiful day in Avondale Estates" – Thomas P. Samford
- Item No. 9 New Business:
- Resolution for the City Manager to Execute Contracts Associated with the Community Promotion Program (CPP)
 - Alcoholic Beverage Application for Open Area, Deck and/or Patio Sales (Pallookaville)
 - Adoption Agreement for the Restatement of City of Avondale Estates Georgia Municipal Association 401(a) Defined Contribution Plan; Required Federal Law Updates
 - Agreement with Taser International (Police Body Cameras)
 - 2015 Audit Agreement With Clifton, Lipford, Hardison & Parker, LLC
 - Georgia City-County Management Association (GCCMA) 60th Anniversary Proclamation
- Item No. 10 Old Business: None
- Item No. 11 Announcements (Commissioner Beebe)

The Rail Arts District – or RAD -- Studio Cruise will be Saturday, March 19th from 11 a.m. to 7 p.m. with a party afterwards at 8 p.m. at the Avondale Towne Cinema featuring an Allman Brothers tribute band.

Easter traditions continue in our city with the Egg Hunt and Dog Parade from 10 a.m. to 12 p.m. on Saturday, March 26th at Lake Avondale. The annual Antique Car Parade is Easter Sunday, March 27th, starting at 2:30 p.m. and ending this year at the Dewey Brown Plaza instead of Willis Park.

Mark your calendars for the State of the City on Monday, March 28th here at City Hall. Mayor Elmore will address successes from 2015 and plans for the future.

The Avondale Estates Farmers Market starts up again the first Sunday in April in the parking lot of My Parents' Basement. It will take place every Sunday from 10 a.m. to 2 p.m. until fall.

Also, Avondale Estates will be celebrating Georgia Cities Week starting Monday, April 18th. Stay tuned for more details.

Finally, we regret to announce the death of resident Cynthia Shaw.

Item No. 12

Adjournment