

City of Marquette, MI



Meeting Agenda City Commission

**Monday, September 9, 2024
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment(s)

Travis Gerhart, Arts and Culture Advisory Committee for an unexpired term ending 06-1-27.

Athena Stanley, Arts and Culture Advisory Committee for an unexpired term ending 06-1-26.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Presentation(s)

2. Planning Commission, by Chair Sarah Mittlefehldt

Public Hearing(s)

3. Budget and General Appropriations Act - Fiscal Year 2025 - Roll Call Vote

4. Consent Agenda

4.a. Approve the minutes of the August 26, 2024 regular Commission meeting

4.b. Approve the total bills payable in the amount of \$ 1,803,767.28

4.c. Axon Body Camera Replacement

4.d. KBIC Funding for the YMCA

4.e. Sault Ste. Marie Tribe of Chippewa Indians Funding for the YMCA

4.f. Proclamation - Alzheimer's Awareness

4.g. UPSET Lease Agreement

New Business

5. Audit Contract for Fiscal Years 2024 through 2026

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

If you require assistance to participate in any meeting, program or activity offered by the City of Marquette, please provide advanced notice to City of Marquette ADA Coordinator Eric Stemen at 906-225-8978 or via email at estemen@marquettemi.gov.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/9/2024

Public Hearing(s)

Budget and General Appropriations Act - Fiscal Year 2025 - Roll Call Vote

BACKGROUND:

The City Commission held a budget conference on August 22, 2024. Tonight, a Public Hearing is scheduled to receive public comment on the proposed Fiscal Year 2025 Budget. Following this input, the Commission should consider any changes it wishes to make to the budget.

FISCAL EFFECT:

An adopted budget is required to expend government funds. A balanced budget has been presented.

RECOMMENDATION:

Adopt the Fiscal Year 2025 Budget and General Appropriations Act.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ FY 2025 General Appropriations Act

**CITY OF MARQUETTE
GENERAL APPROPRIATIONS ACT**

September 9, 2024

For the Fiscal Period Beginning October 1, 2024
and Ending September 30, 2025

WHEREAS, Public Act 621 of 1978 of the State of Michigan and Chapter 7 of the City Charter require City Commission adoption of a Budget Plan for the forthcoming Fiscal Year; and

WHEREAS, a Requested Budget for Fiscal Year 2025 was prepared and submitted by the City Manager to the City Commission on August 22, 2024; and

WHEREAS, the City Commission has reviewed and revised the Requested Budget through a series of work sessions, special meetings, and public hearings, and has caused the formulation of a Proposed Budget; and

WHEREAS, a Public Hearing on the Proposed Budget was duly called, publicized, and held on September 9, 2024.

NOW, THEREFORE, BE IT RESOLVED, that this Commission hereby makes and adopts the following estimates of all revenues and all expenditures of the General Fund of the City for the Fiscal Year beginning October 1, 2024, and for the payment of interest and indebtedness to fall due during the year for the following sources and activities respectively:

General Fund

Revenues:

Taxes	\$ 17,450,590
Licenses and Permits	101,940
Revenue Sharing	3,508,620
State and Federal Grants	55,000
Charges for Services	2,855,180
Fines and Forfeits	89,340
Interest and rents	94,370
Other Revenue	227,500
Other Financing Sources	210
Total General Fund Revenues	<u>\$ 24,382,750</u>

Expenditures:

General Government:

City commission	\$ 107,610
City manager	587,430
Finance department	493,320
City clerk	401,980
Treasurer	324,120
Assessing department	424,080
Elections	118,070
Building and grounds	303,700
City attorney	275,300
Human resources	480,730
Other general government	99,600

Public Safety:

Police	6,099,450
Fire	3,963,620
Rental inspector	116,410
Waterfront safety	101,660

Public Works:

Department of public works	4,003,140
Engineering	1,529,370
Cemetery	239,520

Community and Economic Development:

Planning and zoning	797,200
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Recreation and Culture:

Parks and recreation department	427,950
Arts and culture	407,190

Transfers Out	3,081,300
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Total General Fund Expenditures: \$ 24,382,750

BE IT FURTHER RESOLVED, that the following other funds revenue and expenditure appropriates are adopted for the Fiscal Year beginning October 1, 2024:

Major Street Fund		
Revenues:	\$	5,034,970
Expenditures:	\$	5,034,970
Local Street Fund		
Revenues:	\$	2,884,990
Expenditures:	\$	2,884,990
Public Art Fund		
Revenues:	\$	86,500
Expenditures:	\$	86,500
Sanitation Fund		
Revenues:	\$	2,697,740
Expenditures:	\$	2,697,740
Brownfield Funds		
Revenues:	\$	9,105,640
Expenditures:	\$	9,105,640
Local Development Finance Authority Fund		
Revenues:	\$	2,230,420
Expenditures:	\$	2,230,420
Public Education Government Fund		
Revenues:	\$	20,800
Expenditures:	\$	20,800
Drug Forfeiture Fund		
Revenues:	\$	93,000
Expenditures:	\$	93,000
Road Maintenance Fund		
Revenues:	\$	212,390
Expenditures:	\$	212,390
Road Safety Fund		
Revenues:	\$	23,600
Expenditures:	\$	23,600
Criminal Justice Training Fund		
Revenues:	\$	5,120
Expenditures:	\$	5,120
Opioid Settlement Fund		
Revenues:	\$	31,240
Expenditures:	\$	31,240
Senior Services Fund		
Revenues:	\$	999,490
Expenditures:	\$	999,490
Debt Service Funds		
Revenues:	\$	2,525,050
Expenditures:	\$	2,525,050
Capital Improvement Fund		
Revenues:	\$	1,043,930
Expenditures:	\$	1,043,930

Tourist Park Fund		
Revenues:	\$	969,030
Expenditures:	\$	969,030
Lighthouse Park Fund		
Revenues:	\$	87,470
Expenditures:	\$	87,470
Fuel System Fund		
Revenues:	\$	577,580
Expenditures:	\$	577,580
Stormwater Utility Fund		
Revenues:	\$	8,056,490
Expenditures:	\$	8,056,490
Marquette Area Wastewater Treatment Fund		
Revenues:	\$	5,263,120
Expenditures:	\$	5,263,120
Water Utility Fund		
Revenues:	\$	6,992,570
Expenditures:	\$	6,992,570
Sewage Disposal Fund		
Revenues:	\$	9,286,740
Expenditures:	\$	9,286,740
Presque Isle Marina Fund		
Revenues:	\$	303,560
Expenditures:	\$	303,560
Cinder Pond Marina Fund		
Revenues:	\$	326,150
Expenditures:	\$	326,150
Lakeview Arena Fund		
Revenues:	\$	1,103,370
Expenditures:	\$	1,103,370
Technology Services Fund		
Revenues:	\$	1,352,580
Expenditures:	\$	1,352,580
Municipal Service Center Fund		
Revenues:	\$	1,530,540
Expenditures:	\$	1,530,540
Motor Vehicle Equipment Fund		
Revenues:	\$	3,000,000
Expenditures:	\$	3,000,000
Energy Enhancements Fund		
Revenues:	\$	2,286,840
Expenditures:	\$	2,286,840
Peter White Public Library		
Revenues:	\$	2,299,055
Expenditures:	\$	2,299,055
Downtown Development Authority		
Revenues:	\$	2,039,469
Expenditures:	\$	2,036,469

BE IT FURTHER RESOLVED, that this Commission has estimated the revenue which will be forthcoming during Fiscal Year 2025 and has determined the amount necessary to balance the General Fund Budget to be the sum of \$12,752,810; and has determined the amount necessary to balance the Peter White Public Library Budget to be the sum of \$1,102,670; and has determined the amount necessary to balance the Senior Services Fund Budget to be the sum of \$258,450; and

BE IT FURTHER RESOLVED, that in accordance with the Public Notification provisions of Act 5 of 1982 of the State of Michigan, the following sums are hereby fixed as the amount to be raised by Real and Personal Taxes for the 2025 Fiscal Year at the following millage rate(s)

General Fund	\$ 12,752,810	17.5604 mills
2017 Library Improvement Debt Fund	\$ 313,780	0.3816 mills
Peter White Public Library	\$ 1,102,670	1.4714 mills
Senior Services Fund	\$ 258,450	0.3453 mills
Downtown Development Authority	\$ 37,079	1.8558 mills
TOTAL	<u>\$ 14,464,789</u>	<u>21.6145 mills</u> ; and

BE IT FURTHER RESOLVED that all transfers between appropriations to the various functions may be made only by further action of the Commission, pursuant to the provisions of the Michigan Uniform Accounting and Budgeting Act.

Sally Davis, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/9/2024

Consent Agenda

Approve the minutes of the August 26, 2024 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Aug. 26 minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, August 26, 2024
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Hanley, Larson, Schloegel, Smith
Absent: Mayer, Ottaway

Mayor Pro Tem Hanley moved to excuse the absences of Commissioners Mayer and Ottaway for personal reasons, seconded by Commissioner Smith and Carried Unanimously.

Approval of the Agenda

Commissioner Jennifer Smith moved to Approve the agenda as presented, seconded by Commissioner Michael Larson and Carried Unanimously.

Announcements

Mayor Davis said that there is a Planning commission meeting this week to discuss the Community Master Plan. Additionally, she said that Wednesday is the kick-off session of the City's new Citizens Academy, while September 6 is the unveiling of the Seven Grandfathers sculpture.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Colleen Roberts spoke about Presque Isle. She said going around the island is very special, and she noted concerns with the ice cream store on the island.

Geraldine Nault said she was not aware in advance that the budget meeting was happening last week.

Tyler LaPlaunt thanked the City for officially inviting the Sault Ste. Marie tribe to the unveiling of the Seven Grandfathers statue next week.

Presentation(s)

1. Board of Zoning Appeals, by Chair Heather Dombrowski

Board of Zoning Appeals Chair Heather Dombrowski shared an annual update on the activities of the BZA. She spoke about the legal responsibilities of the board, and she shared some information about the previous year's caseload.

Commissioners thanked her and praised the BZA for focusing on such an

important role. They said the new Land Development Code changes appear to be helping, as evidenced by the somewhat reduced BZA workload.

2. Consent Agenda

Commissioner Paul Schloegel moved to Approve the Consent Agenda as written, seconded by Commissioner Michael Larson and Carried Unanimously.

2.a. Approve the minutes of the August 22, 2024 special Commission meeting

2.b. Approve the total bills payable in the amount of \$3,494,335.65

2.c. KBIC Funding for the City of Marquette Employee Engagement Committee

2.d. Sault Ste. Marie Tribe of Chippewa Indians Funding for the City of Marquette Employee Engagement Committee

2.e. KBIC Funding for the City of Marquette Police Department

2.f. Sault Ste. Marie Tribe of Chippewa Indians Funding for the City of Marquette Police Department

2.g. Kids Cove Playground Budget Amendment

2.h. UPSET Lease Agreement

New Business

3. Schedule a Public Hearing for the FY 2025 Budget

Mayor Pro Tem Jessica Hanley moved to Approve scheduling a Public Hearing for September 9, 2024, at 6:00 p.m. to review and adopt the FY 2025 Budget, seconded by Commissioner Paul Schloegel and Carried Unanimously.

4. MDARD Grant Agreement

Commissioner Michael Larson moved to Approve the grant agreement with the Michigan Department of Agriculture and Rural Development and authorize the City Manager or her designee to sign, seconded by Commissioner Jennifer Smith and Carried Unanimously.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Bruce Heikkila said there is new research on fluoride and he provided a document to the clerk.

Comments from the Commission

Mayor Pro Tem Hanley talked about recent city events, and she said people should be cautious around buses next week, as school begins across the county.

Commissioner Paul Schloegel talked about next week's unveiling of the Seven Grandfathers sculpture, and said last weekend's festivals were great.

Commissioner Smith thanked the police for all their work during the late-summer events, which take a lot of effort to staff and organize.

Commissioner Larson said he served on the BZA for years and it is a lot of work. He said he would support looking at a stipend for the BZA.

Mayor Davis highlighted the importance of Labor Day. She said it's also great that the community hosts so many events and can do so safely, and she welcomed the NMU students back.

Comments from the City Manager

City Manager Karen Kovacs said the budget public hearing will be held on September 9, and said some additional information will be made available in advance of the meeting. She thanked the Commission and staff for all of the dedication and hard work that has gone into turning the budget around over the last few years.

Adjournment

Mayor Davis adjourned the meeting at 6:31 p.m.

Sally Davis, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
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Agenda Date: 9/9/2024

Consent Agenda **Axon Body Camera Replacement**

BACKGROUND:

The Police Department received the Small Rural Tribal Body Worn Camera grant for replacement of 27 body worn cameras and related hardware and software.

The Police Department beta tested several body cameras over the past few years. Axon is the industry standard, its camera system allows interconnectivity with the future anticipated update of in-car cameras of the same brand, and offers officer safety and evidence retention options not offered by other body worn camera manufacturers.

Axon provided a quote for a five-year contract, which includes the body worn cameras, charging stations, training, related hardware and software and cloud-based video storage for \$56,592.11 for year one. The cost of \$24,314.52 per year for years 2-5 is for cloud-based video storage.

The City Attorney has reviewed the grant agreement and the purchase agreement.

FISCAL EFFECT:

The grant provides \$27,000 in funding toward the purchase of the cameras, hardware and software in year one. The remaining \$29,592.11 is included in the Police Department budget for FY '25. The required funds for years 2-5 will be budgeted in those respective years.

RECOMMENDATION:

Approve the Grant Subaward Agreement and authorize the Police Chief to execute the agreement; and approve the Master Services and Purchase Agreement with Axon to purchase 27 body worn cameras, related hardware and software and cloud-based video storage, and authorize the City Manager to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Axon Agreement
- ▣ Axon quote
- ▣ Grant Agreement



Master Services and Purchasing Agreement for Customer

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

1. **Definitions.**

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

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

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

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

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

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

7. **Warranty.**

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

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal

Version: 22

City of Marquette, MI
Release Date: 8/2/2024

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



upon notice to the Customer.

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



18. General.

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

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



Master Services and Purchasing Agreement for Customer

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. Definitions.

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



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

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

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

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

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

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

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

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

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

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

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

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

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



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- b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;
 - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
17. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
18. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.



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



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

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



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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

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



Professional Services Appendix

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

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

System set up and configuration

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

Dock configuration

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

Best practice implementation planning session

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

System Admin and troubleshooting training sessions

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

Axon instructor training (Train the Trainer)

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

Evidence sharing training

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

End user go-live training and support sessions

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

[Implementation document packet](#)

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

Post go-live review

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

System set up and configuration (Remote Support)



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

Dock configuration

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

Axon instructor training (Train the Trainer)

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

End user go-live training and support sessions

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

[Implementation document packet](#)

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

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

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

System set up and configuration

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

Dedicated Project Manager

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

Best practice implementation planning session to include:

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

System Admin and troubleshooting training sessions

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

Axon Evidence Instructor training

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

TASER CEW inspection and device assignment

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

Post go-live review

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

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

Archival of CEW Firing Logs

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

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

Return of Old Weapons

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

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

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

System set up and configuration (Remote Support)

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

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

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

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

System set up and configuration (Remote Support)

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

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

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

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

10. **Signal Sidearm Installation Service.**

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

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

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

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personnel to Customer premises as work hours.

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



Technology Assurance Plan Appendix

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

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



Axon Application Programming Interface Appendix

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

1. **Definitions.**

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

2. **Purpose and License.**

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

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

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

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

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



Master Services and Purchasing Agreement for Customer

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



Axon Event Offer Appendix

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

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

Axon Enterprise Inc. 12/1/2024 - 12/31/2029

Body Worn Camera Equipment & Expenses

Total Cost \$153,850.25

Equipment - Grant Invoicing

2024

2026

27 Axon 4 Body Worn Cameras

Supporting Equipment (Charging Stations, Wiring, Mounts)

Licensing Fees for Digital Evidence Software

Virtual Training for Administrative Staff - Evidence Management

Licensing Fees

Digital Evidence Storage Fees

Equipment Refresh - 27 Cameras & Chargers

2026 Total Cost

\$24,314.52

Subtotal

\$53,592.11

2027

2024 Grant Funding Applied

(\$27,000)

Licensing Fees

Digital Evidence Storage Fees

Digital Evidence Storage Fees

Remaining Hardware

Software Licensing

2027 Total Cost

\$24,314.52

Subtotal

\$3,000

2028

2024 Total Cost

\$30,000

Licensing Fees

Digital Evidence Storage Fees

Equipment Refresh - 27 Cameras & Chargers

2025

Licensing Fees

Digital Evidence Storage Fees

2028 Total Cost

\$24,314.52

2025 Total Cost

\$24,314.52

2029

Licensing Fees

Digital Evidence Storage Fees

2029 Total Cost

\$24,314.52



Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program

SUBAWARD ("MICRO-GRANT") AGREEMENT BETWEEN
Marquette Police Department
And



Justice & Security Strategies, Inc.

SUBAWARD INFORMATION	
Name:	Marquette Police Department
Address:	300 WEST BARAGA AVE MARQUETTE, MI 49855
Award Number	29400914-1
Federal Identification Number	38-6004521
Micro-grantee DUNS/UEI	MSKFX9JG27Y4
Program Period: Start Date - End Date	01/01/2022-12/31/2024
Total Amount of the Federal Award	\$28,547.00
Match Amount	\$28,547.00

By signing this document, you agree to accept and comply with the award requirements including award conditions, assurances and certifications that were presented within Award #29400914 and within the application portal, as well as any additional requirements or conditions imposed subsequent to the program start date of this award by DOJ, OJP or JSS on Marquette Police Department. These conditions apply during the project period. The Federal Award and Non-federal Match Amounts stated in this Subaward Agreement supersede the amounts stated in Award #29400914.

Should Marquette Police Department accept the award and then fail to comply with an award requirement, JSS, on behalf of DOJ, will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE
Dr. Shellie Solomon, CEO, Justice & Security Strategies, Inc. 1835 E Hallandale Beach Blvd #387, Hallandale Beach, FL 33009 info@srtbwc.com , 888-235-0565	Typed Name and Title of Authorized Subrecipient Official Ryan Grim Chief of Police
Signature of Approving Official 	Signature of Authorized Subrecipient Official
Date: 8/23/2024	Date: 8/3/2024

Federal Award Number: 2020-BC-BX-K001, **October 1, 2020, C.F.D.A. No: 16.835. Federal Award Project Description:** The Fiscal Year 2020 Supporting Small and Rural Agency Body-Worn Camera Policy and Implementation Program (SRA-BWC) will provide funding and program development support to small and rural agencies that intend to initiate expanded body-worn camera programs. The provider will be responsible for designing and administering a competitive funding solicitation that distributes micro-grants to qualified small and rural agencies to implement a body-worn camera program. They will also identify the needs of micro-grantee agencies and deliver standard and customized training and technical assistance (TTA) to those agencies. This is not a research and development grant.

This project was supported by Grant No. 2020-BC-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

Attachment A: Award Specific Requirements

- 1) **Body-worn Camera (“BWC”) Policy Review Required in Order to Receive Funding:** Micro-grantee is required to successfully demonstrate that they have developed BWC policies that are purposeful, comprehensive, and deliberately designed and acceptable to DOJ’s Office of Justice Programs (OJP) and JSS. All funding except 10% of the total award amount under this micro-grant will be held until Micro-grantee’s BWC policy is approved in writing by JSS.
 - a) If Micro-grantee already developed a BWC policy, JSS must review and approve the policy, and Micro-grantee’s executive officers must certify that their policy was developed in a comprehensive, deliberate, and planned manner, and is consistent with relevant state laws; or
 - b) If Micro-grantee has not yet developed a BWC policy, Micro-grantee must develop a BWC policy as a condition of this micro-grant. Micro-grantee must work with JSS to ensure that policy development is purposeful, comprehensive and deliberate.
- 2) **Monthly Reporting Required:** In order to be eligible for reimbursement under this micro-grant, Micro-grantee will be required to submit monthly reports, as well as a final report after the project end date, through the online micro-grant portal no later than dates to be specified by JSS. These reports will require submission of both financial and programmatic information. Micro-grantee must collect and maintain data concerning the work performed under this micro-grant in a manner and timeframes specified by JSS. The financial and programmatic data elements, outputs and outcomes will be outlined by JSS in the online micro-grant portal for this program.
- 3) **Budget and spending restrictions:** In addition to all restrictions in funding previously communicated to Micro-grantee, specified in the solicitation or budget submission form for this micro-grant, outlined in the special conditions below, or specified in applicable federal law and regulations, Micro-grantee may not use funds from this micro-grant to pay for:
 - a) Costs associated conferences, including but not limited to costs for hosting, developing, sponsoring, or attending conferences. Important note: Conferences are defined by DOJ to mean “a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity.”
 - b) Data storage costs. However, BJA and JSS recognize that BWC systems are often bundled or sold as software-as-a-service (SaaS) with no line-item distinction of data storage costs; therefore, procurements with bundled costs (specifically no line-item storage costs) are permissible for reimbursement, and the agency will not be asked to break out the costs.
 - c) Costs associated with a website, including software development, updating, programming, design, or otherwise any website-related expense.
 - d) Any consultant rate in excess of \$650 per day unless approved in writing by JSS prior to expenditure.
- 4) **Audit and monitoring:**
 - a) Should Micro-grantee’s audit, if applicable, under Part 2 CFR 200 or related regulations contain findings related to this micro-grant, Micro-grantee understands all payments under this micro-grant may stop until those findings are resolved in a manner approved by JSS.
 - b) Micro-grantee agrees to comply with all micro-grant monitoring guidelines, protocols, and procedures, and to cooperate with JSS and BJA (including its Office of the CFO) on all grant and program monitoring requests, including:
 - i. Requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
 - ii. Providing all documentation requested or otherwise necessary to complete monitoring tasks, by the deadlines set by JSS or BJA.

Failure to cooperate with BJA’s or JSS’s grant monitoring activities may result in sanctions affecting Micro-grantee’s DOJ awards, including, but not limited to: withholdings and/or other restrictions on access to this or other grant funds; termination of this or other grant awards, referral to the Office of the Inspector General for audit review; designation of Micro-grantee as a DOJ High Risk grantee.
- 5) **Close-out:** Micro-grantee will comply with all close-out procedures provided by JSS and submit its final report no later than the date specified by JSS during close-out.

Attachment B: Award Specific Requirements

Because your organization's funding (referred to below as a "subgrant" or "micro-grant") utilizes OJP funds, DOJ requires your organization to comply with certain federal legal requirements in addition to the requirements of your Micro-grant Agreement with JSS. These additional requirements are:

- 1) **Federal rules that apply to this Subgrant:** Micro-grantee is required to comply with the federal rules governing the financial management of federal grants like this Subgrant. These rules are called the Uniform Guidance and can be found at 2 CFR 200. The Uniform Guidance contains requirements about how an organization may spend federal funds, the tracking of receipt and spending of federal funds, and other financial requirements.

For additional details about these requirements, see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

If you have a question or believe there is a conflict between any documents JSS provides you and the Uniform Guidance, contact JSS immediately for clarification.

- 2) **DOJ Grants Financial Guide:** Micro-grantee agrees to comply with the requirements of the DOJ Grants Financial Guide and any updates made to this document, which is located at: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide_1.pdf.

- 3) **Record retention and access:** All micro-grantee records of any kind that relate to this Subgrant must be kept by your organization for 3 years from the date you submit your final report at the end of the Subgrant. Micro-grantee records that relate to this Subgrant means any document, record, or data or any kind whatsoever concerning this Subgrant. This includes but is not limited to: agreements, contracts, purchase orders, receipts, reports, financial documents, computer data, personnel files, and any other paper or document related to this Subgrant in any way.

Also, your organization must provide access to these records to JSS, OJP and other federal inspectors and agencies. For more details about this requirement, please see 2 C.F.R. 200.333. The records you must provide access to include performance measurement information about this Subgrant.

If micro-grantee is eligible and elects to use an indirect cost rate as described in 2 C.F.R. 200.414(f), micro-grantee must advise JSS in writing that it is eligible and elects to use an indirect cost rate. Micro-grantee must comply with all requirements of 2 CFR Part 200 concerning indirect cost rates. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

- 4) **Requirement to report potentially duplicative funding:** If micro-grantee currently has other active federal grants, or if micro-grantee receives any other award of federal funds during the period of performance for this micro-grant, micro-grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, micro-grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) and JSS in writing of the potential duplication, and, if so requested by the DOJ awarding agency or JSS, must seek a grant adjustment modification to eliminate any inappropriate duplication of funding.
- 5) **Requirement to report breach of confidential information:** Personally Identifiable Information (PII) is information that can be used, by itself or together with other information, to identify someone. The full definition can be found at 2 CFR 200.79. Micro-grantee must have procedures to respond if there is an actual or imminent "breach" of PII if micro-grantee either:

- a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of an OJP grant-funded program or activity, or
- b) uses or operates a "Federal information system," which typically is a database that a federal agency uses.

As a law enforcement agency, micro-grantee's organization collects and maintains PII. Therefore, micro-grantee must have written procedures on how micro-grantee will respond if there is an actual or imminent breach of PII.

A breach of PII, as defined in OMB M-17-12, means: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose.

Micro-grantee's procedures required by this section must include a requirement to report an actual or imminent breach to JSS within 12 hours of when it occurs. This is required so that JSS can report the breach to OJP within 24 hours as legally required by OJP. Micro-grantee must contact JSS immediately using the method specified by JSS and no later than 12 hours if a breach of PII occurs or is about to occur to make sure this gets reported to OJP within 24 hours as required.

- 6) **Subgrants:** Micro-grantee is not permitted to award subgrants—also referred to as subawards—with the funds from this Subgrant unless you have written approval from JSS in advance of issuing the subaward.
- 7) **Procurement rule—cannot discriminate against associates of the federal government:** When buying any goods or services with funds from this micro-grant (this is known as a “procurement transaction”), micro-grantee must not discriminate against any person or business because of their status as an “associate of the federal government” (or because a person or entity is affiliated or owned by such an associate). A person or entity is an “associate of the federal government” if they are engaged or employed (in the past or at present) by or on behalf of the federal government-as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise-in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 8) **Human trafficking:** Micro-grantee must comply with all U.S. Department of Justice requirements related to trafficking in persons. This includes, but is not limited to, the requirement micro-grantee and its employees must not engage in:
 - a) Severe forms of trafficking in persons
 - b) Procurement of a commercial sex act
 - c) Use of forced labor in the performance of the Subgrant
 - d) Acts that directly support or advance trafficking in persons.

Examples are included in Section B at this website: <https://ojp.gov/funding/explore/prohibitedconduct-trafficking>

Micro-grantee's full obligations related to prohibited conduct in trafficking in persons can be found at that link above and are incorporated here with this reference. Micro-grantee's micro-grant can be terminated immediately for violation of these requirements.

- 9) **Rules for trainings developed with funds from this micro-grant:** Any training materials micro-grantee develops or delivers with funds from this micro-grant must comply with the Department of Justice OJP training requirements. These requirements include that:
 - a) Trainers comply with the law and cannot discriminate.
 - b) The content of the training and the materials must be accurate, relevant, useful and well-matched to the purpose of the training.
 - c) Trainers must be well-qualified in the subject area.
 - d) Trainers must demonstrate highest standards of professionalism.

Details about these requirements can be found here:

<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.html>.

- 10) **Compliance with DOJ Regulations pertaining to civil rights and nondiscrimination:** Equal Employment Opportunity: Micro-grantee must uphold all requirements for an equal employment opportunity organization. This means it must comply with all applicable requirements of 28 CFR Part 42, relating to civil rights and nondiscrimination and includes the requirements for equal employment opportunity programs provided in 28 CFR42 Subpart E if Micro-grantee is required to have such a program.

As of July 19, 2023, micro-grantees with awards greater than \$25,000 must comply with the EEOP requirements. The Office of Civil Rights no longer accepts or approves sub-recipient Certification/Verification of Exemption Forms. Instead sub-recipients must complete the Verification Forms and Utilization Reports in the EEOP Report Builder found at <https://eeop.ocr.ojp.gov/certs/sub/homepage>. Forms must be submitted to JSS through the Grant Application portal prior to receipt of payment.

- 11) **Civil Rights:** Nondiscrimination on basis of religion: Micro-grantee must comply with all applicable requirements of 28 CFR 38 regarding nondiscrimination on the basis of religion or religious beliefs.
- 12) **Prohibition on using Subgrant funds for lobbying or influencing government officials:** Micro-grantee may not use any of the funds from this Subgrant for lobbying, whether directly or indirectly. Lobbying means supporting or opposing the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. See 18 USC 1913 for additional details.

Also, Micro-grantee may not use any of the funds from this Subgrant to pay any person to influence or attempt to influence any federal agency, member of Congress or any of their employees concerning a federal grant, contract, or any other federal award. There are exceptions, including an exception for tribal organizations. See 31 USC 1352 for details.

Contact JSS immediately if you have any questions about this section or whether a specific situation falls within these rules.

- 13) **Duty to report fraud, waste, abuse, and misconduct:** Micro-grantee must promptly report to the DOJ Office of the Inspector General (OIG) any credible evidence that any person (whether they work for your organization or not) has (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws of fraud, conflict of interest, bribery, gratuity, or similar misconduct, in connection with funds under this award.

You can report potential fraud, waste, abuse, or misconduct involving or relating to these Subgrant funds by: (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Micro-grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Micro-grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

- 14) **No restriction on reporting fraud, waste or abuse permitted:** Micro-grantee may not require any employee or contractor to sign a confidentiality agreement that restricts or bans reporting of waste, fraud or abuse to a federal agency. This does not apply to the federal Standard Forms 312 or 4414 regarding not disclosing certain classified or sensitive information.

If JSS learns that micro-grantee is requiring agreements or statements from its employees or contractors that restrict or prohibit reporting of fraud, waste, abuse or misconduct, JSS is required by law to stop all payments under this micro-grant to micro-grantee.

- 15) **No retaliation for reporting gross mismanagement of federal funds:** Micro-grantee may not retaliate against an employee for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. This requires that Micro-grantee comply with applicable provisions of 41 USC 4712.
- 16) **Encouragement to ban text messaging while driving:** Micro-grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving and to establish policies and educate its employees to decrease crashes caused by distracted drivers.
- 17) **Requirements if designated "high risk" by a federal agency:** If micro-grantee is designated "high risk" by a federal grant-making agency other than DOJ, currently or at any time during the course of this micro-grant, micro-grantee must disclose this and any other information requested immediately to JSS at the contact information provided by JSS and to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. "High risk" includes any status under which a federal awarding agency provides additional oversight due to micro-grantee's past performance, or other programmatic or financial concerns with the micro-grantee. Micro-grantee's disclosure must include the following: 1. The federal awarding agency that designates micro-grantee high risk, 2. The date micro-grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Micro-grantee agrees to comply with all additional requirements imposed by OJP or JSS if micro-grantee is designated as high risk by DOJ or any other federal agency.

- 18) **Copyright and data rights:** Micro-grantee acknowledges that OJP has a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for Federal purposes: (1) any copyrighted work developed under this Subgrant; and (2) any rights of copyright to which Micro-grantee purchased with Subgrant funds.

Micro-grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under this Subgrant; and (2) authorize others to receive, reproduce, publish, or otherwise use this data for Federal purposes.

If Micro-grantee refuses to accept terms affording the Government such rights, JSS is required to report this to OJP and not proceed with an agreement with Micro-grantee.

- 19) **Micro-grantee integrity and performance matters:** Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS.

Micro-grantee must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with either this micro-grant or any other grant, cooperative agreement, or procurement contract from the federal government.

If the total value of micro-grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time, micro-grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about civil, criminal, or administrative proceedings described in this special condition.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/9/2024

Consent Agenda **KBIC Funding for the YMCA**

BACKGROUND:

Staff from the David and Thu Brule' YMCA of Marquette County (YMCA) recently asked the City to serve as the fiscal pass-through agent for funding from the Keweenaw Bay Indian Community (KBIC). They plan to ask the Tribe for \$6,000 to assist the YMCA's youth programs for low-to-moderate income families. In consideration of the City agreeing to act as a pass-through, the YMCA agrees to dedicate any funds received from the KBIC Tribe to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette, but is a contribution to the YMCA.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Authorize the City to act as the fiscal intermediary for KBIC funding of \$6,000 to assist the YMCA's youth programs for low-to-moderate income families, and authorize the City Manager to sign the attached agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ YMCA KBIC Request
- ▣ YMCA KBIC Agreement



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FOR SOCIAL RESPONSIBILITY

The David and Thu Brule' YMCA OF MARQUETTE COUNTY
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Kinnunen

Rick Potes

August 16, 2024

Mrs. Karen K. Kovacs
City of Marquette
300 West Baraga Ave
Marquette, MI 49855

Dear Mrs. Kovacs and City Commission Members,

On behalf of the YMCA of Marquette County, we sincerely appreciate your past support in serving as fiscal agents for previous projects and programming. I am writing to ask that the City of Marquette once again serve as a fiscal agent for our grant request to the Keweenaw Bay Indian Community (KBIC). Our grant proposal is for support toward program costs for low to moderate income youth.

We are requesting \$6,000 in funding from KBIC to support our Healthy Out of School programs in Marquette County. Each of these YMCA programs is vital in supporting youth development throughout our county.

We appreciate your consideration of this request and look forward to your approval. Should you have any questions, please feel free to contact me at (906) 227-9622 or email at jzdunek@ymcamqt.org

Sincerely,


Jenna Zdunek
Chief Executive Officer
jzdunek@ymcamqt.org

AGREEMENT

This Agreement is entered into this _____ day of _____, 2024, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the DAVID AND THU BRULE' YMCA of MARQUETTE COUNTY, a Michigan nonprofit corporation, with offices located at 1420 Pine Street, Marquette, MI 49855 (hereinafter referred to as "YMCA");

WHEREAS, the YMCA provides financial assistance to low-to-moderate income youth for before and after school and pre-school programs, which is vital in supporting youth development in our community,

WHEREAS, Marquette City Charter Section 2-14 states: "The city commission shall provide for a public recreation program for the residents of the city;" and

WHEREAS, the Marquette City Commission having determined that the activities of the YMCA are a valid purpose under the Charter and is willing to enter into this Agreement with YMCA for the support of its program, upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to the YMCA of the sum of \$6,000 from the Keweenaw Bay Indian Community, the YMCA will accept said money from the City to assist the City in carrying out its obligation to provide a public recreation program for its residents.
2. That the parties further understand and agree that the payment of the sum of \$6,000 by the City to the YMCA as above-described is contingent upon the prior receipt by the City of the amount from the Keweenaw Bay Indian Community, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the YMCA.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: _____

By: Karen M. Kovacs
Marquette City Manager

Dated: 8/21/24

Jenna Zdunek
By: Jenna Zdunek
Chief Executive Officer
DAVID AND THU BRULE' YMCA
of MARQUETTE COUNTY

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/9/2024

Consent Agenda

Sault Ste. Marie Tribe of Chippewa Indians Funding for the YMCA

BACKGROUND:

Staff from the David and Thu Brule' YMCA of Marquette County (YMCA) recently asked the City to serve as the fiscal pass-through agent for funding from the Sault Ste. Marie Tribe of Chippewa Indians. They plan to ask the Tribe for \$6,000 to assist the YMCA's youth programs for low-to-moderate income families. In consideration of the City agreeing to act as a pass-through, the YMCA agrees to dedicate any funds received from the Sault Ste. Marie Tribe to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette, but is a contribution to the YMCA.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Authorize the City to act as the fiscal intermediary for Sault Ste. Marie Tribe funding of \$6,000 to assist the YMCA's youth programs for low-to-moderate income families, and authorize the City Manager to sign the attached agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ YMCA Sault Tribe Request
- ▣ YMCA Sault Tribe Agreement



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August 16, 2024

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Valerie Davis

Travis Hongisto

Dr. Greg Jones

Trooper Thomas
Kinnunen

Rick Potes

Mrs. Karen K. Kovacs
City of Marquette
300 West Baraga Ave
Marquette, MI 49855

Dear Mrs. Kovacs and City Commission Members,

On behalf of the YMCA of Marquette County, we sincerely appreciate your past support in serving as fiscal agents for previous projects and programming. I am writing to ask that the City of Marquette once again serve as a fiscal agent for our grant request to the Sault Ste. Marie Tribe of Chippewa Indians. Our grant proposal is for support toward program costs for low to moderate income youth.

We are requesting \$6,000 in funding from the Sault Ste. Marie Tribe of Chippewa Indians to support our Healthy Out of School time programs in Marquette County. Each of these YMCA programs is vital in supporting youth development throughout our county.

We appreciate your consideration of this request and look forward to your approval. Should you have any questions, please feel free to contact me at (906) 227-9622 or email at jzdunek@ymcamqt.org

Sincerely,


Jenna Zdunek
Chief Executive Officer
jzdunek@ymcamqt.org

AGREEMENT

This Agreement is entered into this _____ day of _____, 2024, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the DAVID AND THU BRULE' YMCA of MARQUETTE COUNTY, a Michigan nonprofit corporation, with offices located at 1420 Pine Street, Marquette, MI 49855 (hereinafter referred to as "YMCA");

WHEREAS, the YMCA provides financial assistance to low-to-moderate income youth for before and after school and pre-school programs, which is vital in supporting youth development in our community,

WHEREAS, Marquette City Charter Section 2-14 states: "The city commission shall provide for a public recreation program for the residents of the city;" and

WHEREAS, the Marquette City Commission having determined that the activities of the YMCA are a valid purpose under the Charter and is willing to enter into this Agreement with YMCA for the support of its program, upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to the YMCA of the sum of \$6,000 from the Sault Ste. Marie Tribe of Chippewa Indians, the YMCA will accept said money from the City to assist the City in carrying out its obligation to provide a public recreation program for its residents.
2. That the parties further understand and agree that the payment of the sum of \$6,000 by the City to the YMCA as above-described is contingent upon the prior receipt by the City of the amount from the Sault Ste. Marie Tribe of Chippewa Indians, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the YMCA.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: _____

By: Karen M. Kovacs
Marquette City Manager

Dated: 8/21/24

By: Jenna Zdunek
Chief Executive Officer
DAVID AND THU BRULE' YMCA
of MARQUETTE COUNTY

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/9/2024

Consent Agenda

Proclamation - Alzheimer's Awareness

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Proclamation



Proclamation Alzheimer's Awareness

WHEREAS, Alzheimer's disease, a progressive neurodegenerative brain disorder, tragically robs individuals of their memories and leads to progressive mental and physical impairments; and,

WHEREAS, an estimated nearly 7 million people in the United States are living with Alzheimer's, including 202,800 in Michigan, Alzheimer's disease is the seventh leading cause of death in the United States, and one in three seniors dies with Alzheimer's or dementia; and,

WHEREAS, according to the Alzheimer's Association's Facts and Figures report, the direct costs of caring for those with Alzheimer's to American society is valued at \$360 billion and more than 11 million caregivers provide 18.4 billion hours of unpaid care to those with Alzheimer's or other dementia; and in Michigan, 380,000 family members and friends cared for people with Alzheimer's and other dementia, providing more than 872 million hours of unpaid care, with the annual value of this caregiving totaling more than \$17 billion; and,

WHEREAS, there are more than 69,000 individuals 65 and older living in Michigan's Upper Peninsula and 7,100 of them have reported an Alzheimer's disease diagnosis resulting in a more than 10% prevalence rate; and,

WHEREAS, Marquette recognizes the efforts of the Alzheimer's Association Michigan Chapter to raise funds and promote awareness to fight Alzheimer's and other dementia, thereby improving the quality of human life for those living with Alzheimer's disease and their caregivers;

NOW THEREFORE, I, Sally Davis, Mayor, on behalf of the Marquette City Commission do hereby proclaim Saturday, September 28, 2024, as:

2024 MARQUETTE WALK TO END ALZHEIMER'S DAY

in Marquette, and urge all residents to continue to provide and enhance care for individuals living with Alzheimer's and other dementia and to support programs to help all those affected by Alzheimer's and other dementia.

DATED this 9th day of September, 2024.

Sally Davis, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/9/2024

Consent Agenda **UPSET Lease Agreement**

BACKGROUND:

The Upper Peninsula Substance Enforcement Team (UPSET) has leased office space from the City since May 2017. The most recent written lease recently expired and UPSET staff has requested a renewal for two (2) years.

Leases require two reads by the City Commission. The first read was August 26, 2024.

FISCAL EFFECT:

The City will realize monthly revenue in the amount of \$750 per month for the life on the agreement.

RECOMMENDATION:

Approve the lease agreement with the Upper Peninsula Substance Enforcement Team, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease Agreement

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2024, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **UPPER PENINSULA SUBSTANCE ENFORCEMENT TEAM**, of P.O. Box 364 Gwinn MI 49841, hereinafter "LESSEE".

Recitals

- A. Lessor is the owner of the City Hall building, located at 300 W. Baraga Avenue, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee office space, meeting rooms, a lounge and a training room as shown in Exhibit "A" located in the lower level of the City Hall building in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Leased Premises

- 1.1 Lessor leases to Lessee the space ("Premises") as shown in Exhibit "A".
- 1.2 Lessee agrees to develop architectural and engineering plans for any and all renovations/remodeling required to meet the specific needs of Lessee for Lessee's intended uses. Lessee shall be responsible for constructing all renovations at Lessee's cost, and Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.
- 1.3 Lessee shall have access to the Premises during all hours that City Hall is open to the public, and shall have access to the Premises during non-public hours only from the lower/"Police Station" entrance to the building.
- 1.4 Lessee shall not install any signage within the Premises or outside or within the City Hall building without approval from Lessor, consistent with Lessor's City's sign ordinance. In the event Lessee installs any signage within the Premises or outside or within the City Hall building, lessee shall dismantle, dispose of and restore any damaged areas caused by signage at the end of the Lease term.

2. Term of Lease

- 2.1 The term of this Agreement shall be for a period of two (2) years beginning September 1, 2024 and ending August 31, 2026; and may be renewed by written mutual consent of the parties for two (2) year terms upon terms and conditions as agreed upon by the parties.

This Agreement may be terminated by either party, without cause, by providing at least 90 days written notice to the other party at the address listed herein.

3. Rent

- 3.1 The monthly rental amount shall be \$750.00 due in advance on the first day of each month.

- 3.2 Lessee shall be responsible for its own telephone and internet service as needed and desired by Lessee.
- 3.3 The rental amount is subject to annual reviews by Lessor and may be increased upon written consent of the parties.

4. Use of Leasehold Premises

- 4.1 Lessee shall use the Premises only for Law Enforcement operations, and not for any purpose that would:
 - a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;
 - b) constitute a violation of any public law or requirement;
 - c) cause damage or injury to the City Hall building or any part of it (ordinary wear and tear excepted);
 - d) interfere with normal operations of the City Hall building's heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;
 - e) constitute a public or private nuisance;
 - f) interfere with other City Hall building uses;
 - g) alter the appearance of the City Hall building's exterior or any portion of the interior other than in the Premises, except as provided herein, without prior written approval of the Lessor;
 - h) place merchandise, materials, supplies, signs, or other thing of any kind on the sidewalks or other common areas without written approval;
 - i) permit refuse to accumulate in or around Premises; and,
 - j) obstruct entry ways.
- 4.2 Lessee is solely responsible for obtaining all necessary licenses and permits and otherwise complying with all laws as needed to comply with Lessee's intended use of the Premises.

5. Use of Common Areas by Lessee

- 5.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the hallways, public restrooms, entrance ways, public parking, sidewalks, and surrounding area, subject, however, to rules and regulations of Lessor regulating the use of same, rules providing for safety and maintenance, and changes in the layout of common areas.

- 5.2 Lessee, upon the written approval of the Lessor's Chief of Police or his designee, shall also have non-exclusive right (this right to be shared with Lessor's Police Department) to use all common areas within the Police Department and to use shared storage areas within Lessor's Police Department.

6. Maintenance and Repair

- 6.1 Lessee shall be responsible for all ordinary janitorial and cleaning of the Premises.
- 6.2 Lessee shall be solely responsible for the maintenance and repair of all equipment located on the Premises.
- 6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee on the Premises and on or in the City Hall building Arena. All signage approved by Lessor shall be maintained in good condition and repair, and shall be removed by Lessee no later than 15 days following termination of the Lease term without causing damage to the Premises or the City Hall building.
- 6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

7. Insurance and Indemnity

- 7.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the City Hall building and contents therein.
- 7.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.
- 7.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 7.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises or the common areas of the City Hall building by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death; not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.
- 7.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's construction on, use of or occupancy of the Premises.

8. Damage by Fire or Other Causes

- 8.1 If the Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licenses, the damage shall be repaired by Lessor and at Lessor's expense. If the Premises or the City Hall building is substantially damaged (herein defined as fifty (50%) per cent or more of the cost of replacement), Lessor may elect either to repair or rebuild the Premises or the City Hall building, as the case may be, or to terminate this lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If Lessor elects to rebuild, Lessee in a timely manner shall repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

9. Assignment/Subletting

- 9.1 Lessee may assign or sublet the Premises upon written approval by Lessor's Chief of Police or his designee.
- 9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.
- 9.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Use of Premises by Lessor

- 10.1 Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the of purpose inspecting, maintaining, installation, operation and repair services.
- 10.2 Lessor may close the building which is the subject of this Lease Agreement, in whole or in part, at any time during the leasehold period. In such event, the parties understand and agree that the Lessor is not responsible to reimburse the Lessee for any construction costs paid by Lessee to improve the leasehold space.

11. Covenant of Quiet Enjoyment

- 11.1 Lessor warrants and represents that it has full authority to execute this lease for the above term. Lessor covenants that upon Lessee paying the rents and performing its covenants and duties prescribed herein, Lessee may, except as otherwise described herein, have the exclusive and reasonable right to have, hold and enjoy the leasehold.

12. Lessor's Right to Perform Lessee's Obligation

- 12.1 If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of this lease including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.

13. Default by Lessee

- 13.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within 30 days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this lease for any default by the Lessee by giving the Lessee written notice of the termination.
- 13.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.
- 13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

14. Surrender of Leasehold Upon Termination of Lease

- 14.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor upon termination of lease. Upon the expiration or termination of the lease, Lessee shall surrender the Premises in good order and condition, ordinary wear and tear excepted, and shall remove all of its property, fixtures, and equipment from the Premises. In removing its equipment, Lessee shall be solely liable for repairing any and all damages to the Premises. In the event that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the leasehold to useable condition shall be the financial responsibility of the Lessee.
- 14.2 If upon termination of the lease, Lessee has failed to remove its furniture, equipment, and fixtures, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.

15. Miscellaneous

- 15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

- 15.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.
- 15.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 15.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.
- 15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 15.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

The parties have set their hands on the day and year first above written

LESSOR
CITY OF MARQUETTE

Sally Davis, Mayor

Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

LESSEE
UPPER PENINSULA SUBSTANCE
ABUSE TEAM


By: PAUL CAMPBELL
Its: PC

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/9/2024

New Business

Audit Contract for Fiscal Years 2024 through 2026

BACKGROUND:

The contract for the City's required annual audit is due for renewal. With Anderson, Tackman & Company, PLC being the only local CPA firm able to conduct the City's audit and because this is a professional service that does not require a formal Request for Proposal, City staff have negotiated terms for a three-year contract. The City's Chief Financial Officer and Senior Staff Accountant have concluded the negotiated costs to be appropriate and in line with previous years.

FISCAL EFFECT:

The contract amounts of \$62,850 for FY 2024; \$66,685 for FY 2025; and \$70,700 for FY 2026 will be included in the respective budgets.

RECOMMENDATION:

Approve a three-year contract for annual audit services with Anderson, Tackman & Company, PLC in the amounts of \$62,850 for FY 2024; \$66,685 for FY 2025; and \$70,700 for FY 2026; and authorize the Chief Financial Officer to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Audit Contract for FY2024 thru FY2026



ANDERSON, TACKMAN & COMPANY, PLC
Certified Public Accountants

102 W. Washington St. Suite 109 Marquette, MI 49855 (906) 225-1166 www.atcomqt.com

PARTNERS

Daniel E. Bianchi, CPA
Michael A. Grentz, CPA
William C. Sheltrow, CPA

September 3, 2024

City of Marquette, Michigan
300 West Baraga Avenue
Marquette, Michigan 49855

We would like to represent our qualifications to serve the City of Marquette, Michigan as its independent accountants and business advisors. Anderson, Tackman & Company, PLC is proud of our expanding practice in the governmental and non-profit industries, and our record of active and timely service is your guarantee of our commitment to provide the quality of service you desire.

We are a regional certified public accounting firm with offices in Michigan and Wisconsin. We currently are auditors for numerous Cities across the Michigan. In addition, we have many other municipal and non-profit clients such as Counties, Cities, Villages, Townships, Schools, Authorities, Health Care Organizations, Native American Organizations and other various Non-Profit Organizations.

Providing you with a variety of financial and advisory services based on the most current developments is what we consider to be our primary responsibility. Our professional staff is committed to our client's financial success and we are very proud of our staff and their educational and work experience qualifications. Our professionals are trained in such areas as governmental accounting, non-profit accounting, financial reporting, taxation, compliance, employee benefit consulting, health care reimbursement, and computer information systems. This broad base allows us to compete professionally with many larger firms.

Our audit will be performed in accordance with generally accepted accounting and auditing procedures. Based upon our experience and knowledge of your operations, our fee for the audit inclusive of all out-of-pocket costs will be \$62,850, \$66,685, and \$70,700 for the years ended September 30, 2024, 2025, and 2026. Also, if additional services not listed are required, an additional fee will be determined based on the services provided.

We welcome the opportunity to serve the City of Marquette, Michigan in its professional needs, and would be pleased to meet with you at your convenience to further discuss our qualifications and experience.

Sincerely,

ANDERSON, TACKMAN & COMPANY, PLC

Michael A. Grentz

Michael A. Grentz, CPA
Partner

PROFESSIONAL FEES

Our fees for professional services are based upon our normal hourly rates applied to the expected time necessary to complete the engagement. Our rates are geared to the level of experience of each staff member assigned to the engagement.

Our audit will be performed in accordance with generally accepted accounting and auditing procedures. Based upon our experience and knowledge of your operations, our fee for the audit, is proposed as follows:

For the Year Ended	2024	2025	2026
City of Marquette %	\$30,500	\$32,500	\$34,500
Single Audit (if required)*	4,850	5,140	5,450
Downtown Development Authority	4,850	5,140	5,450
Peter White Public Library	6,050	6,450	6,800
Marquette City – Fire/Police Pension	4,850	5,140	5,450
Marquette Area Wastewater	4,850	5,140	5,450
Brownfields	6,900	7,175	7,600
Total	\$62,850	\$66,685	\$70,700

% - If any new requirements are implemented during this proposal that require additional time, an additional fee will be determined with you before starting.

* Includes the testing of one major program for purposes of the Single Audit. If additional programs are required to be tested an additional fee will be determined with you before starting.

The audit fee estimate listed above is based on the activity included in the audited financial statements as of and for the year ended September 30, 2023. The fee estimate is also based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur additional costs.

This proposal is valid for 45 days, from the date on the top of page 1.

RESPONSE:

This letter correctly sets forth the understanding of City of Marquette, Michigan.

Officer signature: _____

Title: _____

Date: _____