

NEW BUSINESS

RESOLUTION 2025- 044
CLAIBORNE COUNTY HIGHWAY DEPARTMENT
BUDGET AMENDMENT

WHEREAS, it has become apparent, that several line items require to be realigned in order for the Highway Department's existing budget to complete the fiscal year ending June 30, 2025.

THEREFORE, with the approval of County Commission, the following transaction needs to be approved for these funds to be realigned in the budget in order for these monies to be expended.

<u>Line-Item and Description</u>	<u>Expense Increase</u>	<u>Expense Decrease</u>
131-62000-404 Asphalt	\$95,000	
131-62000-409 Stone		\$70,000
131-62000-399 Contracted Services		\$25,000
131-63100-142 Mechanic	\$ 2,000	
131-63100-201 Social Security	124	
131-63100-204 Retirement	110	
131-63100-212 Medicare	29	
131-63100-412 Diesel		\$ 2,263
Total	\$97,263	\$97,263

THEREFORE, BE IT RESOLVED, by the County Commission of Claiborne County, Tennessee assembled in regular session on this 19th day of May 2025 that this resolution be approved.

BE IT FURTHER RESOLVED, that this resolution shall take place from and after its passage, the public welfare requiring it.

PASSED AND APPROVED, this 19th day of May 2025.

RONNIE PITTMAN, ROAD SUPERINTENDENT

DAVID MUNDY
SPONSOR

JOSEPH BROOKS, COUNTY MAYOR

ATTEST:

KAREN HURST, COUNTY CLERK

FILED 5-5-25
KAREN HURST, COUNTY CLERK
BY: 12:30 pm D.C.

2025-2026 APPROPRIATIONS RESOLUTION

RESOLUTION NO. 2025-045

A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS, DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF CLAIBORNE COUNTY, TENNESSEE, FOR THE YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026.

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Claiborne County, Tennessee, assembled in session on the 19th day of May, 2025, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices and agencies of Claiborne County, Tennessee, for the capital outlay, and for meeting the payment of principal and interest on the County's debt maturing during the year beginning July 1, 2025 and ending June 30, 2026, according to the following schedule:

		2025-2026 BUDGET
101	GENERAL FUND	\$190,223
51100	County Commission	\$7,025
51210	Board of Equalization	\$2,500
51220	Beer Board	\$32,232
51230	Budget and Finance Committee	\$225,923
51300	County Executive	\$67,664
51400	County Attorney	\$245,618
51500	Election Commission	\$269,282
51600	Register of Deeds	\$5,000
51710	Planning and Community Development	\$29,468
51720	County Planner	\$327,478
51800	County Buildings	\$25,337
51910	Preservation of Records	\$586,037
52100	Accounting/Budgeting/Payroll	\$296,343
52300	Property Assessor's Office	\$110,627
52310	Reappraisal Program	\$387,803
52400	County Trustee's Office	\$461,229
52500	County Clerk's Office	\$567,690
53100	Circuit Court	\$292,025
53300	General Sessions	\$329,606
53400	Chancery Court	\$573,003
53600	District Attorney General	\$55,348
53610	Public Defenders Office	\$3,420,032
54110	Sheriff's Department	\$2,000
54160	Admn Sexual Offenders	\$4,209,186
54220	Workhouse	\$85,963
54240	Juvenile Services	\$231,000
54310	Fire Prevention and Control	\$154,652
54410	Civil Defense (Emergency Mgmt)	\$36,000
54420	Rescue Squad	\$60,000
54490	Other Emergency Management	\$63,500
54610	County Coroner/Medical Examiner	\$173,161
55110	Health Department	\$25,000
55120	Rabies and Animal Control	\$365,000
55130	Ambulance/Emergency Medical Services	\$100,000
55170	Alcohol and Drug Programs	\$273,594
55190	Other Local Health Services	\$72,831
55720	Sanitation Education/Information	\$173,355
56300	Senior Citizens Assistance	

FILED 5-7-25
KAREN HURST, COUNTY CLERK
BY: 4:45 pm B-6.

2025-2026 APPROPRIATIONS RESOLUTION

			2025-2026 BUDGET (CONT)
101	GENERAL FUND (CONT.)		
	56500	Libraries	\$180,026
	57100	Agriculture Extension Service	\$119,529
	57300	Forest Service	\$2,000
	57500	Soil Conservation	\$112,477
	58120	Industrial Development	\$120,000
	58130	Housing & Urban Development	\$1,224,997
	58190	Economic and Community Develop	\$66,736
	58300	Veteran's Service	\$45,565
	58400	Other Charges	\$888,722
	58900	Tax Relief	\$45,000
	91000	Capital Projects	\$797,403
		Total General Fund	\$18,135,190
116	SOLID WASTE/SANITATION FUND		
	55731	Waste Pickup	\$2,874,355
		Total Solid Waste/Sanitation Fund	\$2,874,355
122	DRUG CONTROL FUND		
	54150	Drug Enforcement	\$50,800
		Total Drug Control Fund	\$50,800
127	AMERICAN RESCUE PLAN FUND		
	58836	Local Assistance Fund	\$100,000
	91401	Capital Expenditures	\$7,183,904
		Total ARP Fund	\$7,283,904
131	HIGHWAY/PUBLIC WORKS FUND		
	61000	Administration	\$178,365
	62000	Highway and Bridge Maintenance	\$2,047,609
	63100	Equipment Operation and Maintenance	\$512,639
	65000	Other Charges	\$99,800
	66000	Employee Benefits	\$30,000
	68000	Capital Outlay	\$1,288,022
	99100	Transfers Out	\$40,000
		Total Highway/Public Works Fund	\$4,196,435
141	GENERAL PURPOSE SCHOOL FUND		
			2025-2026 BUDGET
	71100	Regular Instruction Program	\$20,149,947
	71200	Special Education Program	\$3,899,005
	71300	Vocational Education Program	\$4,054,367
	72110	Attendance	\$160,260
	72120	Health Services	\$754,185
	72130	Other Student Support	\$1,102,298
	72210	Regular Instruction Program	\$1,310,604
	72215	Alternative Instruction Program	\$117,462
	72220	Special Education Program	\$890,965
	72230	Vocational Education Program	\$110,592
	72250	Technology	\$733,383
	72310	Board of Education	\$3,615,469
	72320	Office of Superintendent	\$617,394
	72410	Office of the Principal	\$1,705,326
	72510	Accounting/Budgeting-Fiscal Services	\$302,274

2025-2026 APPROPRIATIONS RESOLUTION

	72610	Operation of Plant			\$2,346,233
	72620	Maintenance of Plant			\$2,451,050
	72710	Transportation			\$1,811,528
	72810	Central and Other			\$155,893
	73300	Community Services			\$715,814
	73400	Early Childhood Education			\$616,886
	73905	American Rescue Plan Act			\$0
	76100	Regular Capital Outlay			\$1,282,000
	82130	Education Debt Service-Principal			\$2,421,250
	99000	Transfer and Other Uses			\$0
		Total General Purpose School Fund			\$51,324,185
					2025-2026
					BUDGET
142		SCHOOL FEDERAL PROJECTS			\$1,626,846
	71100	Regular Instruction Program			\$1,531,514
	71200	Special Education Program			\$69,046
	71300	Vocational Education Program			\$215,236
	72130	Other Student Support			\$611,663
	72210	Regular Instruction Program			\$75,725
	72220	Special Education Program			\$5,560
	72230	Vocational Education Program			\$5,000
	72710	Transportation			\$500
	99000	Other Uses (Transfers)			
		Total School Federal Projects			\$4,141,090
143		CENTRAL CAFETERIA FUND			\$4,983,962
	73100	Food Service			
		Total Central Cafeteria Fund			\$4,983,962

BE IT FURTHER RESOLVED, that the budget for the School Federal Projects Fund shall be the budget approved for separate projects within the fund by the Tennessee Department of Education and the local board of education.

					2025-2026
					BUDGET
151		GENERAL DEBT SERVICE FUND			\$2,888,250
	82110	Principal-General Government Debt Service			\$678,338
	82210	Interest- General Government-Debt			\$17,000
	82310	Other Debt Service			\$3,583,588
		Total General Debt Service Fund			
171		GENERAL CAPITAL PROJECTS			\$1,839,000
	91190	General Government Projects			
176		CAPITAL PROJECTS - HIGHWAY			\$823,330
	91200	Highway & Street Capital Projects			

SECTION 2. BE IT FURTHER RESOLVED, that there are also hereby appropriated certain portions of the commissions and fees for collection taxes and licenses and for administering other funds which the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register, and the Sheriff and their officially authorized deputies and assistants may severally be entitled to receive under State Laws heretofore or hereafter enacted. Expenditures out of commissions, and/or fees collected by the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register, and the Sheriff may be made for such purposes and in such amounts as may be authorized by existing law or by valid order of any Court having power to make such appropriations. Any excess commissions and/or fees collected over and above the expenditures duly and conclusively authorized shall be paid over to the Trustee

2025-2026 APPROPRIATIONS RESOLUTION

and converted into the General Fund as provided by law.

SECTION 3. BE IT FURTHER RESOLVED, that if any fee officials, as enumerated in TCA Section 8-22-101, operate under provisions of TCA Section 8-22-104, provisions of the preceding paragraph shall not apply to those particular officials.

SECTION 4. BE IT FURTHER RESOLVED, that any amendments to the budget, except for amendments to the budget for funds under supervision of the Superintendent of Schools, shall be approved as provided in TCA Section 5-9-407. The Superintendent of Schools must receive approval of the Board of Education for transfers within each major category of the budget, budget transfers in federal programs, as long as they do not require a local match, and County Commission for transfers between major categories as required by law.

One copy of each amendment shall be filed with the County Clerk.
The reason(s) for each transfer shall be clearly stated; however, this section shall in no case whatsoever be construed as authorizing transfer from one fund to another, but shall apply solely to transfers within a certain fund.

Provided further that only the Claiborne County Legislative Body as a whole shall give approval for transfer to or from any line item involving salaries and between Functions. The detailed 2025-2026 Claiborne County Budget is adopted by reference for line item details.

SECTION 5. BE IT FURTHER RESOLVED, that in the Budget for the Road or Highway Fund, approximately \$67,680 is anticipated to be produced by the local tax levy. Such portion of this money as is needed shall be used for the required "match money" in order to receive the maximum allocation of State Road monies.

SECTION 6. BE IT FURTHER RESOLVED, that the Claiborne County Commission members shall be paid at the rate of \$350.00 per meeting, in order to receive pay a member must be present, a quorum must be attained, and minutes filed with the County Clerk. Committee members shall be paid at the rate of \$175 per meeting, members must be present, and a quorum attained in order to receive pay. The Claiborne County Planning Commission members will be paid at the rate of \$125 per meeting members must be present, and a quorum attained in order to receive pay.

SECTION 7. BE IT FURTHER RESOLVED, that various revenues and expenditures shall be accrued as follows:

All of the local Rural Sales Tax and half of the local city sales tax (this is the only discretionary portion) shall be accrued to the General Purpose School Fund 141.

Investment Interest is distributed as follows: Fund 101 = 83%, Fund 116 = 5%, Fund 141 = 9%,
Fund 143 = 1%, Fund 151 = 2%

2025-2026 APPROPRIATIONS RESOLUTION

Twenty-five dollars of the wheel tax will accrue to the Highway Capital Projects Fund 176, as approved by the Claiborne County Commission.

As of June 30, 2025, the following information is provided to reflect the activity of the entirety of the \$25.00 wheel tax revenue assigned to the debt of the Justice Center and its related uses.

Revenue	
2004-05	\$307,183.00
2005-06	\$729,507.55
2006-07	\$742,226.86
2007-08	\$738,639.13
2008-09	\$737,095.00
2009-10	\$724,361.00
2010-11	\$729,277.00
2011-12	\$706,174.00
2012-13	\$721,479.00
2013-14	\$722,842.24
2014-15	\$732,054.44
2015-16	\$703,155.00
2016-17	\$703,439.18
2017-18	\$698,412.36
2018-19	\$707,777.93
2019-20	\$685,362.76
2020-21	\$705,814.00
2021-22	\$732,617.00
2022-23	\$750,874.00
2023-24	\$727,650.00
2024-2025 ESTIMATE	\$357,500.00
2025-2026 ESTIMATE	\$0.00
Total Revenue	\$14,363,441.45
Expenditure (ADA, Principle & Interest Debt)	
Allocation for Elevator - (Fund 101)	\$360,000.00
Total P & I Bond 2012	\$7,921,216.14
Total P & I Bond 2010A	\$5,859,782.90
Less Payment from 101 - Prisoner Rev	-\$500,000.00
Payment on Bond B8A Refinance	\$500,000.00
	\$14,140,999.04
Net Revenues less Expenditures	
Balance - June 30, 2026	\$222,442.41

SECTION 8. BE IT FURTHER RESOLVED, that any appropriations made by this resolution which cover the same purpose for which a specific appropriation is made by statute is made in lieu of but not in addition to said statutory appropriation. The salary, wages, or remuneration of each officer, employee, or agent of the County shall not be in excess of the amounts authorized by this resolution. Provided, however, that appropriations for such salaries, wages, or other remuneration hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the County in excess of the appropriation made herein for such appropriation shall constitute the limit to the expenditures of any office, agency, institution, division or department for the year ending June 30, 2026. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

SECTION 9. BE IT FURTHER RESOLVED, that any resolution which may hereafter be presented to the Board of County Commissioners providing for appropriations in addition to those made by this Budget Appropriation Resolution shall specifically provide sufficient revenue or other funds, actually to be provided during the year in which the expenditure is to be made, to meet such additional appropriation. Said appropriating resolution shall be submitted to and approved by the State Director of Local Finance after its adoption as provided by TCA section 9-21-403.

2025-2026 APPROPRIATIONS RESOLUTION

SECTION 10. BE IT FURTHER RESOLVED, that the County Executive and County Clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the year 2025-2026 have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each individual fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made. The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the applicable sections of Title 9, Chapter 21, Tennessee Code Annotated. Said notes shall be signed by the County Executive and countersigned by the County Clerk and shall mature and be paid in full without renewal not later than June 30, 2026.

SECTION 11. BE IT FURTHER RESOLVED, that the Trustee's Prior year taxes shall be distributed based on the proration of taxes in place at the time of the tax levy. The Clerk and Master's collections of taxes shall be prorated based on the Current Year Tax rate in effect. The TVA In-Lieu of Taxes shall be prorated on 51 percent to the county general fund and 49 percent to the general purpose school fund. Interest/Penalties shall be prorated based on the respective proration of taxes.

SECTION 12. BE IT FURTHER RESOLVED, that all unencumbered balances of appropriations remaining at the end of the year shall lapse, and be of no further effect at the end of the year at June 30, 2026.

SECTION 13. BE IT FURTHER RESOLVED, that the budget for the School Federal Projects Fund shall be the budget approved for separate projects within the fund by the Tennessee Department of Education.

SECTION 14. BE IT FURTHER RESOLVED, that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners which is in conflict with any provision in this resolution be and the same is hereby repealed.

SECTION 15. BE IT FURTHER RESOLVED, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2025. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed the 19th day of May, 2025.

Joseph Brooks, County Mayor

Mitchell Cosby
Sponsor

ATTEST:

Karen Hurst, County Clerk

CLAIBORNE COUNTY TAX RESOLUTION NO. 2025-046

RESOLUTION FIXING THE TAX LEVY IN
CLAIBORNE COUNTY, TENNESSEE
FOR THE YEAR BEGINNING
JULY 1, 2025

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Claiborne County, Tennessee, assembled in regular session on the 19th day of May, 2025, that the combined property tax rate for Claiborne County, Tennessee for the year beginning July 1, 2025, shall be a rate of \$2.34 on each \$100.00 of assessment value of taxable property, which is to provide revenue for each of the following funds and otherwise conform to the following levies:

FUND	2024-2025	2025-2026
101 – General Fund	\$1.1765	\$1.1273
116 – Solid Waste	\$0.2378	\$0.2710
131 – Highway/Public Works	\$0.0102	\$0.0101
151 – General Debt Service	\$0.0168	\$0.0477
141 – General Purpose School	\$0.8834	\$0.8688
176 – Highway Capital Projects	\$0.0153	\$0.0151
Total	\$2.3400	\$2.3400

SECTION 2. BE IT FURTHER RESOLVED, that all resolutions of the Board of County Commissioners of Claiborne County, Tennessee, which are in conflict with this resolution are hereby repealed.

SECTION 3. BE IT FURTHER RESOLVED, that this resolution takes effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed the 19th day of May, 2025.

COUNTY MAYOR

Mitchell Cosby
SPONSOR

ATTEST:

KAREN HURST

FILED 5-7-25
KAREN HURST, COUNTY CLERK
BY: 4:45 pm D.C.

RESOLUTION NO. 2025-047

BUDGET 2025-2026

A RESOLUTION MAKING APPROPRIATIONS TO
NON-PROFIT CHARITABLE ORGANIZATIONS
OF CLAIBORNE COUNTY, TENNESSEE
FOR FISCAL YEAR 2025-2026

WHEREAS, Section 5-9-109, Tennessee Code Annotated, authorizes the County Legislative Body to make appropriations to non-profit charitable organizations; and

WHEREAS, The Claiborne County Legislative Body recognizes the various non-profit or charitable organizations located in Claiborne County have great need of funds to carry on their nonprofit charitable work.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Claiborne County on this 19th day of May, 2025.

- | | |
|-------------|--|
| Section 1. | That \$1,500 be appropriated to Brave Boxing & Fitness |
| Section 2. | That \$3,750 be appropriated to Change Claiborne |
| Section 3. | That \$2,500 be appropriated to Clearfork Community Institute |
| Section 4. | That \$7,500 be appropriated to Cumberland Mountain Industries (The ARC/CMI) |
| Section 5. | That \$1,250 be appropriated to Speedwell Academy |
| Section 6. | That \$2,400 be appropriated to 4-H Program of Claiborne County |
| Section 7. | That \$16,800 be appropriated to Dollywood – Imagination Library |
| Section 8. | That \$2,000 be appropriated to Local High School Valedictorian Program |
| Section 9. | That \$2,500 be appropriated to Claiborne County Historical Society |
| Section 10. | That \$5,000 be appropriated to the Harrogate Library |
| Section 11. | That \$3,000 be appropriated to Project Graduation (CGHS & CHS \$1,500 each) |
| Section 12. | That \$2,500 be appropriated to Habitat for Humanity |
| Section 13. | That \$5,000 be appropriated to the Regional Education Center |
| Section 14. | That \$2,000 be appropriated to Senior Citizens Home Assistance Service |
| Section 15. | That \$1,000 be appropriated for Claiborne School athletics travel |
| Section 16. | That \$10,000 be appropriated to Servolution |
| Section 17. | That \$2,500 be appropriated to Stand In The Gap |
| Section 18. | That \$2,550 be appropriated to Upper Room Ministries |
| Section 19. | That \$1,250 be appropriated to Arthur Community Center |
| Section 20. | That \$5,000 be appropriated to Leadership Claiborne |
| Section 21. | That \$2,500 be appropriated to Live Free |
| Section 22. | That \$1,250 be appropriated to Head of Barren |

FILED 5-17-25
KAREN HURST, COUNTY CLERK
BY: 4:45 pm B.G.

BE IT FURTHER RESOLVED, that all appropriations enumerated in Sections 1-22 above are subject to the following conditions.

1. That a non-profit charitable organization to which funds are appropriated shall file with the County Clerk an official copy of an annual report of its business affairs and transactions and the proposed use of the County's funds in accordance with rules promulgated by the Comptroller of the Treasury, chapter 0380-2-7. Such annual report shall be prepared and certified by the Chief Financial Officer of such nonprofit organization in accordance with Section 5-9-109 c T.C.A.
2. That said funds must only be used by the named non-profits organization in furtherance of their non-profit charitable purpose benefiting the general welfare of the residents of Claiborne County.
3. That it is the expressed interest of the County Commission of Claiborne County providing these funds to the above named non-profit charitable organizations to be fully in compliance with chapter 0309-2-7 of the rules of the Comptroller of the Treasury, and Section 5-9-109 of Tennessee Code Annotated and any and all other laws which may apply to county appropriations to non-profit organizations and so this appropriation is made subject to compliance with any and all of these laws and regulations.
4. That appropriated funds shall be transferred to the appropriate organization on a quarterly basis no earlier than the first month of each quarter upon invoice from the organization.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its passage, the public welfare requiring it.

Duly passed and approved this 19th day of May, 2025.

Joe Brooks, County Mayor

Mitchell Cosby
Sponsor

ATTEST:

Karen Hurst, County Clerk

RESOLUTION NO. 2025- 048

BUDGET AMENDMENT FOR FAMILY JUSTICE CENTER CONTRIBUTIONS

WHEREAS, the Family Justice Center (FJC) receives contributions from citizens throughout the year to support the operations of the FJC; and

WHEREAS, this resolution recognizes contributions received in 2025; now

THEREFORE, the Claiborne County Commission must approve the following budget amendment in order for these monies to be expended.

		<u>Expense</u>	<u>Revenue</u>
101-53600-499	Other Supplies & Materials	\$100	
<u>101-48130</u>	<u>Contributions</u>		<u>\$100</u>
	Total	\$100	\$100

NOW THEREFORE, BE IT RESOLVED, by the Claiborne County Commission, meeting in regular session on the 19th day of May 2025, that this resolution is approved.

BE IT FURTHER RESOLVED, that this resolution will take effect upon its passage, the public welfare requiring it. Duly passed and approved this 19th day of May 2025.

JOE BROOKS, COUNTY MAYOR

/s/ Sherry McCreary
SPONSOR

ATTEST:

KAREN HURST, CLERK

FILED 5-7-25
KAREN HURST, COUNTY CLERK
BY: 4:45 pm B.S.

RESOLUTION NO. 2025- 049

APPROVAL OF SHERIFF CONTRACT WITH AXON ENTERPRISE FOR BODY CAMERAS

WHEREAS, the Sheriff's Office purchased body cameras and related services from Axon Enterprise, Inc. and as part of this purchase entered into a five year contract (attached) which includes storage and access to camera video and replacement of the cameras; and

WHEREAS, it is to the benefit of Claiborne County that this contract be approved.

NOW, THEREFORE, BE IT RESOLVED, by the Claiborne County Commission, that the contract between the Sheriff's Office and Axon Enterprise, Inc. for body cameras is hereby approved by the Claiborne County Commission

BE IT FURTHER RESOLVED that this resolution will take effect upon its passage, the public welfare requiring it. Duly passed and approved this 19th day of May 2025.

JOE BROOKS, COUNTY MAYOR

/S/ Tim Shrout
SPONSOR

ATTEST:

KAREN HURST, COUNTY CLERK

FILED 5-17-25
KAREN HURST, COUNTY CLERK
BY: 4:45 pm D.G.

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

Q-584074-45657.703CW
Issued: 12/31/2024
Quote Expiration: 12/30/2024
Estimated Contract Start Date: 02/01/2025
Account Number: 316610
Payment Terms: N30
Delivery Method:



SHIP TO

Claiborne County Sheriff's Office - TN
415 STRAIGHT CREEK ROAD
TAZEWELL,
TN
37879
USA

BILL TO

Claiborne County Sheriff's Office - TN
PO Box 245
Tazewell
TN
37879-0245
USA
Email: tnlaw912@live.com

SALES REPRESENTATIVE

Capri Wesley
Phone: 334-655-0690
Email: cwesley@axon.com
Fax:

PRIMARY CONTACT

Ted Brindle
Phone: (423) 626-3385
Email: tbrindle@claborneso.com
Fax: (423) 626-8781

Quote Summary

Program Length
TOTAL COST
ESTIMATED TOTAL W/ TAX

Discount Summary

Average Savings Per Year
TOTAL SAVINGS

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$54,213.12	\$0.00	\$54,213.12
Jul 2026	\$54,213.12	\$0.00	\$54,213.12
Jul 2027	\$54,213.12	\$0.00	\$54,213.12
Jul 2028	\$54,213.12	\$0.00	\$54,213.12
Jul 2029	\$54,213.12	\$0.00	\$54,213.12
Total	\$271,065.60	\$0.00	\$271,065.60

Quote Unbundled Price: \$300,424.80
 Quote List Price: \$272,624.40
 Quote Subtotal: \$271,065.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCambdOTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	60	\$73.05	\$36.07	\$36.07	\$8,656.80	\$0.00	\$8,656.80
BWCambTAP	Body Worn Camera TAP Bundle	42	60	\$41.31	\$33.80	\$33.80	\$85,176.00	\$0.00	\$85,176.00
A la Carte Hardware									
71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	42			\$1.00	\$1.00	\$42.00	\$0.00	\$42.00
100681	AXON SIGNAL - SIDEARM SENSOR ONLY	42			\$269.00	\$269.00	\$11,298.00	\$0.00	\$11,298.00
H00001	AB4 Camera Bundle	42			\$849.00	\$849.00	\$35,658.00	\$0.00	\$35,658.00
H00002	AB4 Multi Bay Dock Bundle	4			\$1,638.90	\$1,638.90	\$6,555.60	\$0.00	\$6,555.60
A la Carte Software									
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	600	60		\$0.65	\$0.65	\$23,400.00	\$0.00	\$23,400.00
73680	AXON RESPOND PLUS - LICENSE	42	60		\$21.48	\$21.48	\$54,129.60	\$0.00	\$54,129.60
Basic License	Basic License Bundle	42	60		\$16.25	\$16.25	\$40,950.00	\$0.00	\$40,950.00
Pro License	Pro License Bundle	2	60		\$43.33	\$43.33	\$5,199.60	\$0.00	\$5,199.60
A la Carte Services									
100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1			\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$271,065.60	\$0.00	\$271,065.60

Delivery Schedule

Hardware Bundle

Item	Description	QTY	Shipping Location	Estimated Delivery Date
100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	42	1	01/01/2025
100466	AXON BODY 4 - CABLE - USB-C TO USB-C	47	1	01/01/2025
74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	47	1	01/01/2025
100206	AXON BODY 4 - 8 BAY DOCK	4	1	01/01/2025
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	01/01/2025
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	01/01/2025
100681	AXON SIGNAL - SIDEARM SENSOR ONLY	42	1	01/01/2025
71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	42	1	01/01/2025
73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	07/01/2027
73309	AXON BODY - TAP REFRESH 1 - CAMERA	43	1	07/01/2027
73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	1	01/01/2030
73310	AXON BODY - TAP REFRESH 2 - CAMERA	43	1	01/01/2030

Software Bundle

Item	Description	QTY	Estimated Start Date	Estimated End Date
				Q-584074-45657.703CW

Software

Bundle		Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	42	02/01/2025	01/31/2030
		73840	AXON EVIDENCE - ECOM LICENSE - BASIC	42	02/01/2025	01/31/2030
Pro License Bundle	Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	6	02/01/2025	01/31/2030
		73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	02/01/2025	01/31/2030
A la Carte	A la Carte	73680	AXON RESPOND PLUS - LICENSE	42	02/01/2025	01/31/2030
		73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	600	02/01/2025	01/31/2030

Services

Bundle	Item	Description	QTY
A la Carte	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1

Warranties

Bundle		Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	Body Worn Camera TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTIBAY DOCK	4	01/01/2026	01/31/2030
		80464	AXON BODY - TAP WARRANTY - CAMERA	42	01/01/2026	01/31/2030
		80464	AXON BODY - TAP WARRANTY - CAMERA	1	01/01/2026	01/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	415 STRAIGHT CREEK ROAD	TAZEWELL	TN	37879	USA

Payment Details

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 A	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 1 A	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	42	\$2,259.60	\$0.00	\$2,259.60
Year 1 A	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	42	\$8.40	\$0.00	\$8.40
Year 1 A	73680	AXON RESPOND PLUS - LICENSE	42	\$10,825.94	\$0.00	\$10,825.94
Year 1 A	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	600	\$4,690.00	\$0.00	\$4,690.00
Year 1 A	Basic License	Basic License Bundle	42	\$8,190.00	\$0.00	\$8,190.00
Year 1 A	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	\$1,731.35	\$0.00	\$1,731.35
Year 1 A	BWCamTAP	Body Worn Camera TAP Bundle	42	\$17,035.19	\$0.00	\$17,035.19
Year 1 A	H00001	AB4 Camera Bundle	42	\$7,131.60	\$0.00	\$7,131.60
Year 1 A	H00002	AB4 Multi Bay Dock Bundle	4	\$1,311.12	\$0.00	\$1,311.12
Year 1 A	Pro License	Pro License Bundle	2	\$1,039.92	\$0.00	\$1,039.92
Total				\$54,213.12	\$0.00	\$54,213.12

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 2	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	42	\$2,259.60	\$0.00	\$2,259.60
Year 2	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	42	\$8.40	\$0.00	\$8.40
Year 2	73680	AXON RESPOND PLUS - LICENSE	42	\$10,825.94	\$0.00	\$10,825.94
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	600	\$4,690.00	\$0.00	\$4,690.00
Year 2	Basic License	Basic License Bundle	42	\$8,190.00	\$0.00	\$8,190.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	\$1,731.35	\$0.00	\$1,731.35
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	42	\$17,035.19	\$0.00	\$17,035.19
Year 2	H00001	AB4 Camera Bundle	42	\$7,131.60	\$0.00	\$7,131.60
Year 2	H00002	AB4 Multi Bay Dock Bundle	4	\$1,311.12	\$0.00	\$1,311.12
Year 2	Pro License	Pro License Bundle	2	\$1,039.92	\$0.00	\$1,039.92
Total				\$54,213.12	\$0.00	\$54,213.12

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 3	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	42	\$2,259.60	\$0.00	\$2,259.60
Year 3	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	42	\$8.40	\$0.00	\$8.40
Year 3	73680	AXON RESPOND PLUS - LICENSE	42	\$10,825.94	\$0.00	\$10,825.94
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	600	\$4,690.00	\$0.00	\$4,690.00
Year 3	Basic License	Basic License Bundle	42	\$8,190.00	\$0.00	\$8,190.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	\$1,731.35	\$0.00	\$1,731.35
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	42	\$17,035.19	\$0.00	\$17,035.19
Year 3	H00001	AB4 Camera Bundle	42	\$7,131.60	\$0.00	\$7,131.60

Jul 2027

Invoice Plan

Year 3
Year 3
Total

Item
H00002
ProLicense

Description
AB4 Multi Bay Dock Bundle
Pro License Bundle

Qty	Subtotal	Tax	Total
4	\$1,311.12	\$0.00	\$1,311.12
2	\$1,039.92	\$0.00	\$1,039.92
	\$54,213.12	\$0.00	\$54,213.12

Jul 2028

Invoice Plan

Item
100610
100681
71044
73680
73683
BasicLicense
BWCamMBDTAP
BWCamTAP
H00001
H00002
ProLicense

Description
AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL
AXON SIGNAL - SIDEARM SENSOR ONLY
AXON SIGNAL - BATTERY - CR2430 SINGLE PACK
AXON RESPOND PLUS - LICENSE
AXON EVIDENCE - STORAGE - 10GB A LA CARTE
Basic License Bundle
Body Worn Camera Multi-Bay Dock TAP Bundle
Body Worn Camera TAP Bundle
AB4 Camera Bundle
AB4 Multi Bay Dock Bundle
Pro License Bundle

Qty	Subtotal	Tax	Total
1	\$0.00	\$0.00	\$0.00
42	\$2,259.60	\$0.00	\$2,259.60
42	\$8.40	\$0.00	\$8.40
42	\$10,825.94	\$0.00	\$10,825.94
600	\$4,680.00	\$0.00	\$4,680.00
42	\$8,190.00	\$0.00	\$8,190.00
4	\$1,731.35	\$0.00	\$1,731.35
42	\$17,035.19	\$0.00	\$17,035.19
42	\$7,131.60	\$0.00	\$7,131.60
4	\$1,311.12	\$0.00	\$1,311.12
2	\$1,039.92	\$0.00	\$1,039.92
	\$54,213.12	\$0.00	\$54,213.12

Jul 2029

Invoice Plan

Item
100610
100681
71044
73680
73683
BasicLicense
BWCamMBDTAP
BWCamTAP
H00001
H00002
ProLicense

Description
AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL
AXON SIGNAL - SIDEARM SENSOR ONLY
AXON SIGNAL - BATTERY - CR2430 SINGLE PACK
AXON RESPOND PLUS - LICENSE
AXON EVIDENCE - STORAGE - 10GB A LA CARTE
Basic License Bundle
Body Worn Camera Multi-Bay Dock TAP Bundle
Body Worn Camera TAP Bundle
AB4 Camera Bundle
AB4 Multi Bay Dock Bundle
Pro License Bundle

Qty	Subtotal	Tax	Total
1	\$0.00	\$0.00	\$0.00
42	\$2,259.60	\$0.00	\$2,259.60
42	\$8.40	\$0.00	\$8.40
42	\$10,825.94	\$0.00	\$10,825.94
600	\$4,680.00	\$0.00	\$4,680.00
42	\$8,190.00	\$0.00	\$8,190.00
4	\$1,731.35	\$0.00	\$1,731.35
42	\$17,035.19	\$0.00	\$17,035.19
42	\$7,131.60	\$0.00	\$7,131.60
4	\$1,311.12	\$0.00	\$1,311.12
2	\$1,039.92	\$0.00	\$1,039.92
	\$54,213.12	\$0.00	\$54,213.12

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Handwritten Signature

Signature

12/31/2024

12/31/2024

Date Signed





Master Services and Purchasing Agreement

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 (as defined below) ("**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. 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-year term ("**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, except for TASER devices covered under the Taser Appendix, 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. Extended warranties run from the expiration of the one- (1-)



year hardware warranty through the extended warranty term purchased.

- 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. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 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



Master Services and Purchasing Agreement

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. Free Trial.

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("Trial Period") as described in a quote issued ("Trial Quote"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("Trial Products"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix.

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, 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 outside of the SOW, Quote, or this Agreement 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. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **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.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be 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 delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **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.

15. **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.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer



Master Services and Purchasing Agreement

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.

17. **Termination.**

17.1. **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.

17.2. **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.

17.3. **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 procured, 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 multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2. **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.

19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

19.4. **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.

19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

19.6. **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.



Master Services and Purchasing Agreement

- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **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.
- 19.9. **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.
- 19.10. **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.
- 19.11. **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.
- 19.12 **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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

AXON:

Axon Enterprise, Inc.

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. "Data Controller" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. "Data Processor" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. "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.
- 1.4. "Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. "End User" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. "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.
- 1.7. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. "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.
- 1.9. "Subprocessor" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. "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 access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
3. **Customer Owns Customer Content.** Customer controls and owns all rights, 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



Master Services and Purchasing Agreement

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.

- 5.1. Customer will also maintain the security of End User 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.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the 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.
9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
10. **Location of Storage.** Axon may transfer Customer Content to third-party subprocessors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
11. **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.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
13. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is



Master Services and Purchasing Agreement

considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

14. **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.

15. **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 plan. 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.

15.1., The Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. 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 plan, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription Term**")

15.2. 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.

15.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

15.4. End Users of Axon Records 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.

16. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

16.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

16.2. 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;

16.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

16.4. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;

16.5. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

16.6. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;



Master Services and Purchasing Agreement

-
- 16.7.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
- 16.8.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.
- 16.9.**Draft One.** Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.
17. **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.
18. **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.
19. **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.
20. **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.

PARTICIPATING ADDENDUM

OMNIA Partners

BODY WORN CAMERAS AND RELATED PRODUCTS AND SERVICES

MASTER AGREEMENT

Axon Enterprise, Inc.

Master Agreement No: 3544-21-4615

Edison #82619

(hereinafter "Contractor") And

State of Tennessee - Department of General Services -

Central Procurement Office

1. **Scope:** This addendum covers the **Body Worn Cameras and Related Products and Services** that are included in the Master Agreement No: 3544-21-4615 between OMNIA Partners and Axon Enterprises that was led by The University of Nebraska for use by the State of Tennessee - Department of General Services - Central Procurement Office.
2. **Participation and Usage:** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify OMNIA Partners to initiate outreach to the appropriate parties.
3. **Participating State/Entity Modifications or Additions to Master Agreement:** (These modifications or additions apply only to actions and relationships within the Participating Entity.)

Participating State/Entity to check one box.

☐ No changes to the terms and conditions of the Master Agreement are required

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

This Participating Addendum with Tennessee State specific terms and conditions are attached below as Attachment A-E and if conflicting, take precedence over the OMNIA Partners' Master Agreement Number 3544-21-4615 terms and conditions.

Exclusions found in Attachment D.

4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors). All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email. All communications, regardless of method of transmission, shall be

addressed to the respective party at the appropriate mailing address or email address as stated below or any other address provided in writing by a party. All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

Contractor: Axon Enterprise, Inc.

Name:	Axon Legal Department
Address:	17800 N 85 th St. Scottsdale, AZ 85255
Telephone:	800-978-2737
Fax:	
Email:	contracts@axon.com

Participating Entity: State of Tennessee Central Procurement Office

Name:	Connor Petschke
Address:	312 Rosa L Parks Ave. Nashville, TN 37243
Telephone:	615-741-9401
Fax:	
Email:	connor.petschke@tn.gov

5. Subcontractors: All Axon Enterprise, Inc. authorized distributors in the State of Tennessee, as shown on the dedicated Axon Enterprise, Inc. OMNIA Partners' website, are approved to provide Goods and Services support to participants in the OMNIA Partners' Master Agreement. The Contractor's Distributor's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under and governed by the prices and other terms and conditions of the Master Agreement. However, such Order shall reference this Master Agreement No: 3544-21-4615 and Participating Addendum Edison Contract #82619, unless the parties to the Order agree in writing that another contract or agreement applies to such Order. Pricing is in accordance with the Master Agreement and may change based on the agreement within Omnia Partners, University of Nebraska Master Agreement #3544-21-4615.

Notwithstanding anything to the contrary, if an Order is issued prior to expiration or cancellation of the Participating Addendum or Master Agreement and extends beyond the expiration or termination of this Master Agreement, the terms of the Participating Addendum and Master Agreement shall govern that order and continue until all obligations by both the Contractor and Participating Entity or Purchasing Entity are completed.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Tennessee Central Procurement Office	Contractor: Axon Enterprise, Inc.
Signature: <small>Digitally signed by Michael F. Perry DN: cn=Michael F. Perry, o=State of TN, ou=Department of General Services, email=Mike.Perry@tn.gov, c=US Date: 2024.04.24 15:11:55 -0500</small>	Signature: <small>DocuSigned by: 55DAE9B131A4424...</small>
Name: Michael F. Perry	Name: Robert E. Driscoll, Jr.
Title: Chief Procurement Officer	Title: Deputy General Counsel
Date: 4/24/24	Date: 4/24/2024 11:29 AM MST

RESOLUTION NO. 2025 - 050
A RESOLUTION AUTHORIZING THE SUBMISSION OF A 2025 SENIOR CITIZEN GRANT

WHEREAS, the Senior Citizens Centers in Claiborne County provide a place for seniors to gather for social activities and meals; and,

WHEREAS, the current Senior Citizens Centers located in Tazewell and Harrogate are both in need of remodeling; and,

WHEREAS, the current grant opportunity will provide up to \$50,000 in grant funding that can be used for such projects with only a ten percent (10%) match; and,

WHEREAS, to receive this funding Claiborne County will need to provide \$5,000 in matching funds.

NOW, THEREFORE, BE IT RESOLVED that the Claiborne County Commission hereby requests the mayor work in conjunction with both the Tazewell and Harrogate Senior Citizens Centers to identify aspects of each location in need of remodeling and prepare the Grant application for funding up to the maximum amount of \$50,000.00 grant funds with a local match of \$5,000.00.

IT IS FURTHER RESOLVED the matching funds of \$5,000.00 will come from the Claiborne County General Fund Account.

IT IS FURTHER RESOLVED that this resolution take effect from and after its passage, the public welfare requiring it.

PASSED AND APPROVED, 19th day of May 2025.

Joe Brooks, County Mayor

Whitt Shuford, County Commissioner
David Mundy, County Commissioner

ATTEST:

Karen Hurst, County Clerk

FILED 5-9-25
KAREN HURST, COUNTY CLERK
BY: 10:05 am D.C.



East Tennessee Human Resource Agency

9111 Cross Park Drive, Suite D-100
Knoxville, Tennessee 37923
865 691-2551 / 865 691-2555 fax

Request for Proposals

East Tennessee Senior Center Grants

April 2025



Grant Overview

Background:

The East Tennessee Human Resource Agency (ETHRA) / East Tennessee Area Agency on Aging and Disability (ETAAAD) has Older American Act funding available to support senior center renovations and program improvements. These funds have to be expended by September 30, 2025. We have a total of \$500,000 funding available for these renovation projects. Funding has to be awarded through a competitive grant process.

Request for Proposals:

The proposals must show clearly how the renovations / equipment purchases / program improvements will enhance the contractor's ability to provide a healthier environment for older adults, and also show how the renovations will support an increase in participation and services delivered. These funds are non-recurring which means funds are not guaranteed on an annual basis.

Contract:

All grantees will be sent a contract after receiving a notice of award. This contract **MUST** be signed by the authorized signatory listed on the Senior Center Grant Application before funding will be sent to the senior center.

Reporting Requirements:

The contractor will be required to submit a monthly progress report to the ETAAAD on a form provided by the ETAAAD along with a final report no later than September 30, 2025. This report shall include details adequate to track progress and include: unduplicated clients served, photos of the items, materials, programs, etc. purchased with these grant funds.



Funding

Award Amounts:

Grants ranging from a minimum of five thousand dollars (\$5,000) to a maximum of \$50,000 will be awarded. These grants will be competitive meaning not all applications may receive funding. Grant recipients must expend all grant funds by **September 30, 2025**.

Funding Distribution:

Our plan is to provide 50% of the award in a lump sum payment to the contractor when the renovation plan is approved and all required documents have been signed and submitted. Proof of receipts of purchases are required during the monthly report process and final payments will be made to the contractor no later than September 30, 2025.

Match:

Each grant will carry a 10% cash match that is calculated using this formula.

(.10 divided by the amount of the grant award times 10%)

We know this looks a little strange, but the 10% cash match must be 10% of the total grant including the cash match.

Application Eligibility and Logistics

Eligibility:

For the purpose of this grant, all senior center contractors that are currently funded through ETHRA / ETAAAD are eligible to apply.

It is encouraged that funding be used to support goals such as, but not limited to:

- 1) Renovations
- 2} Equipment Purchases
- 3} Programming / Activities



Funding Limitations:

Funding may **NOT** be used for:

- 1) Purchase of gift cards
- 2) Staffing costs
- 3) Buy or build a senior center

Grant Timeline

Date	Action
April 25, 2025	Request for Proposal Released
May 25, 2025	Deadline for Submission
June 15, 2025	Contracts to grantees to sign
July 1, 2025	50% of funds distributed to grantees
July 31, 2025	First Monthly Report Due
September 30, 2025	Balance of funds earned distributed



Application Requirements:

All applicants are required to complete the Senior Center Grant Application.

- 1) Type of Entity (How the senior center is registered through the Secretary of State)
 - a. Nonprofit
 - b. City Government
 - c. County Government
- 2) Senior Center Physical Address
Senior Center Mailing Address (if different than listed above)
- 3) County of Senior Center Location
- 4) Senior Centers Hours of Operation
- 5) Senior Center Contact (This person will be the primary contact and receive all grant correspondence primarily via email)
 - a. First & Last Name
 - b. Title/Position at the Senior Center
 - c. Email Address
 - d. Phone Number
- 6) Authorized Signatory (Person authorized to sign contracts on behalf of the center)
 - a. First & Last Name
 - b. Title/Position at the Senior Center
 - c. Email Address
 - d. Phone Number
- 7) Amount of funding being requested (between \$5,000-\$25,000) _____
- 8) Grant Goals
 - a. Capital Projects (building improvements, equipment, etc.)
 - b. Equipment Purchases
 - c. Programming/ Activities
- 9) Project Narrative (500 word maximum)
- 10) Letters of Support
- 11) Supporting Documentation
- 12) Copy of organization's most recent W-9 form



ALL items listed above **MUST** be submitted to be considered a complete application. If any items are missing, the application **WILL NOT** be considered for funding.

Scoring Metrics:

These are the main scoring metrics that will be used to determine total score for each grant submission. These metrics include:

- 1) Is the Center located in a distressed county / community?
- 2) Amount of cash match provided by the applicant
- 3) Impact the renovations / equipment purchases / programming will have to increase clients served and units of service provided
- 4) Ability to complete the project by September 30, 2025
- 5) Number and scope of letters of support
- 6) Documentation provided with the application to support the scope of work / investment.
- 7) What experience does the contractor have with renovations and purchasing tangible equipment – how will the host organization (city, county, non-profit) be involved in the project

Tie Scores:

In the event applicants have tie scores, the applicant who submitted their proposal the earliest will receive priority determination of funding. Therefore, it is important to submit your application as soon as possible.

RESOLUTION NO. 2025-051

BUDGET AMENDMENT FOR CYBER SECURITY GRANT FUNDING

WHEREAS, Claiborne County is eligible for a State and Local Cybersecurity Grant through the United States Department of Homeland Security; and

WHEREAS, the grant will provide \$69,000 in funding for various cyber security improvements including awareness training, risk assessment, penetration testing, and remediation efforts; and

WHEREAS, the County will provide \$1,112 in local funding from a General Fund fund balance withdrawal as local match;

NOW, THEREFORE, the Claiborne County Commission authorizes acceptance of the DHS State and Local Cybersecurity Grant and approves the following budget amendment in order for these monies to be expensed:

		<u>Revenue</u>	<u>Expense</u>
101-47235	Homeland Security Grants-CGP	\$69,000	
101-39000	Unassigned Fund Balance	1,112	
101-58400-399-CGP	Other Contracted Services		\$70,112

NOW, THEREFORE, BE IT RESOLVED by the Claiborne County Commission, meeting in regular session on the 19th day of May 2025, that this resolution is approved.

BE IT FURTHER RESOLVED that this resolution will take effect upon its passage, the public welfare requiring it. Duly passed and approved this 19th day of May 2025.

JOE BROOKS, COUNTY MAYOR

/s/ Whitt Shuford
SPONSOR

ATTEST:

KAREN HURST, COUNTY CLERK

FILED 5-19-25
KAREN HURST, COUNTY CLERK
BY: [Signature] D.C.

RESOLUTION NO. 2025- 052

BUDGET AMENDMENT FOR EBP GRANT FOR FY 2026

WHEREAS, Claiborne County has received an amended grant for the Evidence Based Programming (EBP) Project grant for Fiscal Year 2026; and

WHEREAS, the EBP grant provides evidence-based programming and services for inmates with the goal of reducing recidivism; and

NOW, THEREFORE, the Claiborne County Commission approves the following amendment to the Fiscal Year 2026 budget in order for these monies to be expensed:

		Revenue	Expense
101-46980-EBJPP	Other State Grants-EBJPP	\$496,979	
101-54220-123-EBJPP	Counselor-EBJPP Grant		1,066
101-54220-130-EBJPP	Social Worker-EBJPP Grant		73,095
101-54220-210-EBJPP	Social Security-EBJPP Grant		4,598
101-54220-204-EBJPP	State Retirement-EBJPP Grant		4,346
101-54220-207-EBJPP	Medical Insurance-EBJPP Grant		200
101-54220-210-EBJPP	Unemployment Comp-EBJPP Grant		300
101-54220-212-EBJPP	Employer Medicare-EBJPP Grant		1,075
101-54220-435-EBJPP	Office Supplies-EBJPP Grant		12,299
101-54220-707-EBJPP	Building Improvements-EBJPP Grant		400,000

NOW, THEREFORE, BE IT RESOLVED by the Claiborne County Commission, meeting in regular session on the 19th day of May 2025, that this resolution is approved.

BE IT FURTHER RESOLVED that this resolution will take effect upon its passage, the public welfare requiring it. Duly passed and approved this 19th day of May 2025.

JOE BROOKS, COUNTY MAYOR

/s/ Whitt Shuford
SPONSOR

ATTEST:

KAREN HURST, COUNTY CLERK

FILED 5-9-25
KAREN HURST, COUNTY CLERK
BY: [Signature] D.C.