



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, December 17, 2019, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Steve Buhler
4. Special Recognitions
5. Approval of Minutes:
 - A. December 10, 2019
6. Awards, Ceremonies and Proclamations:
 - A. Presentation of English Language Awards to Students from Granite Peaks Learning Center
7. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

A. Public Comments

B. City Manager Comments

C. City Council Comments

8. Ordinances:

A. 19-48: Amend Section 1-2-105 of the West Valley City Municipal Code to Amend Certain Fire Department Fees

9. Resolutions:

A. 19-167: Support an Increase in the Amount of Energy Derived from Renewable Resources

10. Consent Agenda:

A. Reso. 19-168: Authorize the City to Enter into an Easement Purchase Agreement and Accept an Underground Right of Way Easement with and from Hunter Park Plaza Limited Liability Company for Property Located at Approximately 3550 South 5600 West

11. New Business:

A. Reso. 19-169: Authorize the Renewal of West Valley City's Agreement With Taser Axonbody Cameras for Use by the Police Department

12. Motion for Closed Session (if necessary)

13. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – DECEMBER 10, 2019

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, DECEMBER 10, 2019, AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Jake Fitisemanu, Councilmember District 4

ABSENT:

Lars Nordfelt, Councilmember At-Large
Karen Lang, Councilmember District 3

STAFF PRESENT:

Paul Isaac, Acting City Manager/Assistant City Manager/ HR Director
Nichole Camac, City Recorder

Nicole Cottle, Assistant City Manager/General Counsel/ CED Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Dan Christensen, Acting Public Works Director
Layne Morris, CPD Director
Jason Erekson, Acting Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Russ Bailey, Public Works Department

OPENING CEREMONY

Councilmember Tom Huynh conducted the Opening Ceremony. He requested that members of the audience, City Staff, and the Council rise and recite the Pledge of Allegiance.

SPECIAL RECOGNITIONS

Mayor Bigelow welcomed Representative Elizabeth Weight in attendance at the meeting.

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APPROVAL OF MINUTES OF REGULAR MEETING HELD DECEMBER 3, 2019

The Council considered the Minutes of the Regular Meeting held December 3, 2019. There were no changes, corrections or deletions.

Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held December 3, 2019. Councilmember Huynh seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

AWARDS, CEREMONIES AND PROCLAMATIONS

A. EMPLOYEE OF THE MONTH AWARD, DECEMBER 2019- KENT JENSEN, PARKS AND RECREATION DEPARTMENT

Councilmember Huynh read the nomination of Kent Jensen, Parks and Recreation Department, to receive Employee of the Month Award for December 2019. The award reads as follows:

Kent Jensen exemplifies customer service and continually performs above expectations in his interactions with coworkers and with the public. He is the Parks & Recreation liaison for Eagle Scout projects, company volunteer requests and public inquiries through the website. He is also the contact person for intra-city issues regarding park maintenance. Add to this the supervision of his team and you will have a small picture of the truly constant interruptions and demands on his time. His day starts at dawn, but he is often on the phone late in the evening answering questions. All of this he does professionally and kindly. He responds to requests and returns with a follow up after the job has been completed. He happily shares horticulture and landscaping tips. When there is a special event, from football practice to WestFest carnivals, he ensures that the site is clean and ready. There are so many instances where he has been invaluable that it is hard to pick just one. He simply shows up every day and gives his absolute best, regardless of advance notice or weather. Kent is the one who gets it done, can always be counted on, and is a true asset to West Valley City.

B. DIVISION OF THE QUARTER AWARD- DIVISION OF ARTS AND CULTURE

Councilmember Fitisemanu read the nomination of Division of Arts and Culture to receive Division of the Quarter Award. The award reads as follows:

Employees of the Division of Arts and Culture, while physically located at the Utah Cultural Celebration Center are nonetheless spreading their influence throughout West Valley City. Recognizing that our City is home

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to the most ethnically diverse citizenry in the State with a wealth of untapped cultural and artistic talent, employees of this Division are bringing to life the vision outlined in West Valley City's General Plan (Chapter 9.3).

All the employees are committed to improving the quality of life for our citizens by including arts and promoting health and well being of our residents through a variety of social, recreational, cultural and artistic opportunities.

Almost going unnoticed this Division has methodically and strategically facilitated several arts and cultural programs through festivals, theater, musical performances and art exhibitions not just at the UCCC venue but have taken some of these programs into the Elementary, Junior High's and High School's where students who otherwise would not have opportunities to participate can see, feel and be inspired by the arts.

The Division of Arts and Cultural hosted over 124,790 guests this past year, sponsored over 9 concerts, 9 theatrical performances, provided 11 Gallery Exhibits as well as 21 other exhibits, and two major festivals. And that is not all, they performed over 48 Community Outreach programs by providing educational and arts programs to the minority communities at the UCCC venue and in the schools. They even sponsored a scholarship program for the students and "gave away" several hundred tickets for students to attend the Utah Arts Festival. The Division also accommodated through their time, and labor over 217 events at UCCC as well as over 42 City sponsored events.

Finally, the Division has prepared a plan for the operation of a performing arts center, previously known as the Hale Center Theatre at Harmon Hall. There is great support for the performing arts in our community and the Division. The Division has a proven track record of attracting major theatrical performances, including the Utah Shakespeare Festival, producing Community plays, co-presenting comedy acts as well as filming live shows at Harman Theater. providing what our citizens want; hands-on participation, less formality, more availability and accessibility, less expensive, more responsiveness to the needs of the community.

The Division is truly living up to their vision statement by "providing opportunities for people to learn, experience and celebrate art, culture and the community."

COMMENT PERIOD

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A. PUBLIC COMMENTS

Theerauong Suksutthiet stated that he is concerned about the issuance of a Code Enforcement citation that he was given. He indicated that he feels he was mistreated and the fines associated with the violation are not fair. Mr. Suksutthiet indicated that he attended court and was frustrated by the process. He stated that he would like to fix his vehicle on his property.

Doyle Griffith stated that he is concerned about Code Enforcement. He stated he was issued a non-compliance violation and has had difficulties with the City in getting his issues resolved. He indicated that his process included getting a loan from the City and help from contractors. Mr. Griffith stated that his property is in disrepair and he cannot get the City to complete work and he feels the Council are the only ones who can rectify the problem.

Josh Cameron stated that he believes in positive reinforcement. He indicated that he is thankful for the Council and their consideration of HB411. Mr. Cameron stated that the air quality continues to get worse and he is appreciative of all efforts to resolve this issue.

Zac Pauiu stated that he is a longtime resident of West Valley City and recently purchased a property in the Chesterfield area. He indicated that his new home has been vandalized and burglarized multiple times and he has witnessed an endless stream of traffic entering a neighboring home which he believes to be a drug house. Mr. Pauiu requested help and indicated that this is unacceptable.

Jim Vesock stated that he is sad about Griffith case. He indicated that if Layne Morris was doing his job, this wouldn't be a problem. Mr. Vesock expressed concern about Layne Morris being the ALJ, other City's using West Valley City as a model for Code Enforcement, statistics provided in the Code Enforcement Strategic Plan Presentation the previous week, and misleading numbers being presented to the City Council.

Elizabeth Weight thanked the Council for considering a resolution regarding renewable energy. She stated that HB411 is not a package but a pathway. She indicated that she is looking forward to the vote.

Chris Bell stated that he was concerned with idling and the impact it has on air quality. He was grateful to hear that West Valley City has an ordinance but would like to see it enforced. Mr. Bell indicated nothing is being done to improve air quality and stressed the importance this will have on children.

B. CITY MANAGER COMMENTS

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Paul Isaac, Acting City Manager, had no comments.

C. CITY COUNCIL COMMENTS

Mayor Bigelow stated that HB411 will be on agenda next week for action. He indicated that specific property issues should be followed up with staff.

RESOLUTION 19-164: AUTHORIZE THE CITY TO ENTER INTO PROPERTY SCHEDULE NO. 18 OF THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH US BANCORP GOVERNMENT LEASING AND FINANCING, INC. WITH RESPECT TO A LEASE FOR THE PURCHASE OF EQUIPMENT

Mayor Bigelow discussed proposed Resolution 19-164 that would authorize the City to enter into Property Schedule No. 18 of the Master Tax-Exempt Lease/Purchase Agreement with US Bancorp Government Leasing and Financing, Inc. with respect to a lease for the purchase of equipment.

Written documentation previously provided to the City Council included information as follows:

West Valley's current computer is out of date therefore we need to upgrade the system in order to maintain data integrity and security. This lease is intended to last 4 years with quarterly payments with an interest rate of 2.36%. The City will own the equipment at the end of the lease term. Lease payments will be made from the existing authorized budget of the police department.

US Bancorp Government Leasing and Finance Inc. has provided a highly competitive leasing proposal for the purchase of this equipment. The proposed lease payment schedule falls within the existing authorized budget of the city.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Huynh moved to approve Resolution 19-164.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes

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Mayor Bigelow

Yes

Unanimous.

RESOLUTION 19-165: APPROVE THE PURCHASE OF COMPUTER EQUIPMENT AND RELATED SERVICES FROM VALCOM

Mayor Bigelow discussed proposed Resolution 19-165 that would approve the purchase of computer equipment and related services from Valcom.

Written documentation previously provided to the City Council included information as follows:

The City has a need to replace a significant number of police computers. Laptops, docking stations and monitors will be purchased from VLCM. Vendor and equipment are on the Utah State Purchasing Contract ensuring competitive pricing. Favorable terms have been negotiated with US BANCORP Government Leasing and Finance, to initiate a lease purchase transaction. The City has obtained a rate of 2.36% for 4 years.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Christensen moved to approve Resolution 19-165.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mayor Bigelow	Yes

Unanimous.

RESOLUTION 19-166: APPROVE THE PURCHASE OF DIGITAL SIGNAGE FROM TECHNOLOGY PROVIDERS, INC. FOR USE BY THE UTAH CULTURAL CELEBRATION CENTER

Mayor Bigelow discussed proposed Resolution 19-166 that would approve the purchase of digital signage from Technology Providers, Inc. for use by the Utah Cultural Celebration Center.

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Written documentation previously provided to the City Council included information as follows:

This action will allow the Division of Arts and Culture to better serve residents and patrons at the Utah Cultural Celebration Center by providing clear information and direction on events and key locations throughout the facility.

The UCCC has steadily grown into a premier destination for events of all kinds. With the increase in foot traffic, the need for appropriate wayfinding as well as general information on exhibits, events, and breakout sessions for clients. This project will allow the Division to bring the UCCC into current standards for a convention space and facilitate patrons and events for many future years.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Fitisemanu moved to approve Resolution 19-166.

Councilmember Buhler seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mayor Bigelow	Yes

Unanimous.

MOTION TO ADJOURN

Upon motion by Councilmember Huynh, all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, DECEMBER 10, 2019 WAS ADJOURNED AT 7:13 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, December 10, 2019.

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Nichole Camac, CMC
City Recorder

DRAFT

ESL Level Gains			
Hunter Level Gains			
Class	Name	Utopia #	Date Tested
1	Lloselin Marroquin	184903	10/10/2019
1	Muhammed Bah	16024	10/10/2019
1	Lucero Mendes Govea	188379	10/10/2019
1	Phi Doan	174962	10/10/2019
1	Marta Cuellar	124747	10/16/2019
1	Yadira Ramos	169668	10/10/2019
1	Fabiola Feregrino-Barron	187956	10/10/2019
1	Mario Perez	188254	10/10/2019
1	Maria Guerrero	189853	10/10/2019
2	Maria Saavedra	188697	11/18/2019
2	Kathi Aviles Martinez	190970	11/18/2019
2	Walter Gutierrez	189665	11/18/2019
2	Madalit Jerez Escobar	186686	11/18/2019
1	Juan Rojas Sanbria	188558	10/10/2019
Granger Level Gains			
1	Melkis Ceballos	48832	9/16/2019
1	Noel Landinez Quintero	9302	9/16/2019
1	Javier Delgado	74070	9/19/2019

1	Johana Querales	187780	9/20/2019
1	Ivanna Garcia	182776	11/20/2019
1	Maria Araujo	187912	10/1/2019
1	Aaron Rosales	131663	10/2/2019
1	Jacqueline Astorga Gaxiola	188366	10/2/2019
1	Yosselin Vasquez	4617	10/3/2019
1	Jilmar Gonzalez	188219	10/3/2019
1	Reaksmey Vy	9705	10/3/2019
1	Angelina Martinez Zarate	180565	10/8/2019
1	Sandra Chun	3319	10/9/2019
1	Alejandro Reyes Barboza	188040	10/9/2019
1	Khanh Tran	188036	10/7/2019
2	Milagros Natividad Perez Rosal	185165	10/8/2019
2	Lady Gonzalez	187658	9/17/2019
2	Reyna Gaspar Vazquez	187915	10/2/2019
2	Geronima Calvac-Perez	157419	11/18/2019
2	Saba Gul	188632	11/18/2019
2	Edith Laura Reynaldi	187974	9/17/2019
2	Sandra Chun	3319	10/9/2019
2	Paulo Benitez	188058	9/17/2019
2	Yanina Bastidas	91013	10/3/2019

2	Alexis Lopez Salas	190972	10/28/2019
2	Jose-Guadalupe Bejarano	184500	9/17/2019
2	Elisa Mendoza De Zavala	170040	11/21/2019
GPLC Level Gains			
1	Olga Garcia	187913	10/7/2019
1	Julio Cesar Sedano Velasco	187183	10/7/2019
2	Maria Lopez	55635	10/7/2019
3	Adrian Melo	187409	10/7/2019
4	Jayro Williams Gerardo Cazares	187403	10/9/2019
5	Gaspar Hornedo	187412	10/9/2019

Item #:	
Fiscal Impact:	Revenue
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Amend Section 1-2-105 of the West Valley City Municipal Code to update the Permit Fee Schedule for the West Valley City Fire Department.

SYNOPSIS:

The Fire Prevention Division requests an update of the Permit fee schedule for the West Valley City Fire Department. The proposed update aligns the current and new fee schedule changes to reflect the fees that other municipalities are using within the valley to be approved by the City Manager.

BACKGROUND:

The West Valley City Fire Department charges fees for plan reviews for new and remodeled structures within the city. Those plan reviews include, but are not limited to, Hood systems, Spray booths, Sprinkler systems, Fireworks, Combustible storage, and inspection fees. Other Fire Prevention plan reviews and inspections as needed within the city and are consistent with industry standards. It is proposed that authorization be given by the City Manager to approve such changes as needed.

Some proposals are wording clarification only. Others are new fees added because of more modern fire prevention designs such as Residential Sprinkler systems. Changes have been, and are continuously be made, to the International Fire Code which create necessary avenues for permits and fees.

These new changes are indicated on the attached documentation.

RECOMMENDATION:

City staff recommends approval of the fee schedule change.

SUBMITTED BY:

Jeff Fox, Fire Marshal, West Valley City Fire Department

WEST VALLEY CITY, UTAH
ORDINANCE NO. _____

Draft Date: 11/20/2019

Date Adopted: _____

Date Effective: _____

**AN ORDINANCE AMENDING SECTION 1-2-105 OF THE
WEST VALLEY CITY MUNICIPAL CODE TO AMEND
CERTAIN FIRE DEPARTMENT FEES.**

WHEREAS, Title 1 of the West Valley City Municipal Code establishes the City's Consolidated Fee Schedule, which sets forth fees charged by City departments for certain services; and

WHEREAS, the City desires to update certain fees charged by the Fire Department to reflect the actual costs of providing certain services; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Section 1-2-105 of the West Valley City Municipal Code;

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah as follows:

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Amendment. Section 1-2-105 of the West Valley City Municipal Code is hereby amended as follows:

1-2-105. FIRE DEPARTMENT.

(1) Construction Permit, New Installations, alterations, plan reviews with inspections:

a. ~~Nonresidential automatic~~ Automatic fire sprinkler and gas suppression systems, per system IFC 901.2:

i. ~~Plan Review~~ Review of the plan(s), one visual inspection, and one test for sprinkler or suppression system, up to 8,000 square feet in area - \$150 for systems

with 1-100 fire sprinklers, \$250 for systems with 101-200 fire sprinklers, \$300 for systems with 201-300 fire sprinklers, or \$200 + \$0.50 per sprinkler for systems with 301 or more fire sprinklers.

ii. Inspection, reinspection, hydrostatic test, or final test - \$75 ~~Over 8,000 square feet in area – Total square feet x \$0.02 + \$150~~

iii. Each reinspection shall be charged at a rate of 75% of the total cost as calculated above.

b. Automatic fire suppression, per system (hood and duct systems, COB2B, dry chemical, all others) IFC 901.2:

i. Plan Review ~~Review of the plan(s), one visual inspection, and one test for a fire suppression system that is installed - \$150~~

ii. Reinspections - \$100/inspection

iii. Inspection and Final Testing - \$75

c. Standpipe systems: IFC 901.2

i. Review of the plan(s), one visual inspection, and one test for a standpipe system - \$180

ii. Reinspections - \$135/inspection

d. Fire Pumps: IFC 901.2

i. Review of the plan(s) visual inspection, and acceptance test - \$180

e. Fire alarm systems: IFC 901.2

i. Plan Review ~~Review of the plan(s), one visual inspection, and one test for sprinkler or suppression system, up to 5,000 square feet in area - \$150~~

ii. Inspection, reinspection, or test - \$75 ~~Over 5,000 square feet in area – Total square feet x \$0.02 + \$120~~

iii. ~~Each reinspection shall be charged at a rate of 75% of the total cost as calculated above.~~

f. Site plan review (Fire apparatus access roads, fire water supply, and fire hydrants: IFC 501.2

- i. Review of plan(s) and inspection of completed fire apparatus access roads, and fire hydrants to include fire flows that are required for the project - \$160
- ii. Each reinspection shall be charged at a rate of 75% of the total cost as calculated above.

g. Plan review for new structures, remodel, tenant improvements, additions and all other installations not listed in this section: IFC 105.4

- i. Review of the plan(s), one visual inspection up to 5,000 square feet in area - \$150
- ii. Over 5,000 square feet in area - Total square feet x \$0.02 + \$150
- iii. Each reinspection shall be charged at a rate of 75% of the total cost as calculated above.

h. Flammable and combustible liquid vessel - aboveground and underground: IFC 2201.3 & 3404

- i. Review of the plan(s), visual inspection of electrical systems, clearances, liquid spill, galvanic protection for metal, ventilation, explosion control, and testing of tightness - \$300/unit
- ii. Reinspections - \$228/inspection

i. Flammable and combustible liquid vessel - within a structure: IFC 2201.3

- i. Review of the plan(s), visual inspection of electrical system, clearances, liquid spill, galvanic protection for metal, ventilation explosion control, and testing of brightness - \$420/unit
- ii. Reinspections - \$315/inspection

j. Flammable and combustible liquid piping - within a structure, aboveground and underground: IFC 2201.3

- i. Review of the plan(s), visual inspection of electrical systems, clearances, liquid spill, galvanic protection for metal, ventilation explosion control and testing of

- tightness - \$120
- ii. Reinspections - \$100/inspection
- k. Flammable and combustible liquid or gas dispensing (except motor fuels): IFC 3405
 - i. Review of the plan(s), visual inspection of electrical systems including grounding, clearances, liquid spill, ventilation and explosion control - \$150/dispensing area
 - ii. Reinspections (per dispensing area) - \$114/inspection
- l. Motor fuel dispenser: IFC 2201.3
 - i. Review of the plan(s), two visual inspections, and one test for tightness of the tank(s) and piping - \$150
 - ii. Reinspections - \$72/inspection
- m. Fire safety during construction and demolition when building is occupied with people other than workforce: IFC Chapter 14
 - i. Review of the plan(s) site inspection up to 5,000 square feet in area - \$120
 - ii. Over 5,000 square feet in area - Total square feet x \$0.02 + \$120
- n. Fireworks displays in permanent structures, temporary fireworks tent stands, temporary fireworks stands: IFC 3301
 - i. Inspection of permanent structures and temporary fireworks tent stands - \$480
 - ii. ~~Inspections of temporary fireworks stands - \$240~~
 - iii. Reinspection - \$75
- o. Inspection fees: IFC 104.6.2
 - i. Inspection(s) and reinspection(s) during normal business hours of the city - ~~\$72~~\$75/hr
 - ii. Inspection(s) and reinspection(s) after normal business hours of the city - \$150/hr
- p. Residential sprinkler systems:
 - i. Plan review - \$150 for systems with 1-100 fire sprinklers, \$200 for systems with

101-200 fire sprinklers

ii. Inspection, reinspection, or test - \$75

(2) Operational permits (Requires inspections plus Operational Permit and Business License): IFC Chapter 105

- a. Manufacture, store or handle Level 2 or 3 aerosol products in excess of 500 pounds - \$150
- b. Amusement buildings - \$150
- c. Carnivals and fairs - \$150
- d. Battery systems (a stationary lead-acid system having a capacity of liquid greater than 50 gallons - \$150
- e. Cellulose nitrate film (which is stored, handled or used in a Group A occupancy) - \$72
- f. Combustible storage - \$100 for quantities greater than 100 cubic feet, \$150 for high rack or high pile storage over twelve feet
 - ~~i. dust - \$72~~
 - ~~ii. storage, handling quantities greater than 100 cubic feet) - \$72~~
 - ~~iii. miscellaneous storage (IFC 105.6.30 & 105.6.43) up to 2,500 cubic feet - \$72~~
 - ~~iv. miscellaneous storage (IFC 105.6.30 & 105.6.43) 2,501 cubic feet and greater -
Total cubic feet x \$0.02 + \$72~~
- g. Compressed gas (storage, handling at normal temperatures and pressure in excess of the amounts listed in International Fire Code (IFC) Table 105.6.9) - \$72
- h. Covered mall buildings - \$100
- i. Cryogenic fluids (production, storage, handling, or dispensing in excess of the amounts listed in IFC Table 105.6.11) - \$100
- j. Cutting and welding (hot work) as listed in IFC 105.6.24 & 308.4
 - i. Public exhibitions and demonstrations for time not exceeding 90 days - \$72

- ii. Portable hot work inside a structure (except under a construction permit) - \$100
 - iii. Within a hazardous fire area - \$144
 - iv. Application of roof coverings - \$150
 - v. Fixed site and facility hot work as required in IFC Chapter 26 - \$160
- k. Dry cleaning plants - \$100
- l. Exhibits and trade shows indoors as regulated in IFC Sections 314 - \$72
 - i. vehicles, boats or other motorcraft - \$72 each
- m. Explosives (manufacture, storage, handling, sale, or use of any quantity within the scope of IFC Chapter 33) - \$100
- n. Floor finishing (finishing or surfacing operations exceeding 350 square feet using Class I or Class II liquids) - \$100
- o. Fruit and crop ripening (using ethylene gas) - \$100
- p. Fuming and thermal insecticidal fogging
 - i. to maintain a room, vault, or chamber in which a toxic or flammable fumigant is used - \$100
 - ii. manufacturer, storage, handling, or sale - \$240
- q. Hazardous Material
 - i. Hazardous Material storage minimum amount - \$72
 - ii. Hazardous Material storage site - \$168
 - iii. Hazardous Material dispensing and use site - \$228
 - iv. Hazardous Material production and processing site - \$288
 - v. Hazardous Material waste production - \$72
- r. HPM facilities - \$100
- s. Industrial ovens as regulated in IFC Chapter 21 - \$150

- t. Lumber yards and woodworking plants
 - i. Storage of wood products up to 100,000 board feet - \$175
 - ii. Storage of wood products greater than 100,000 board feet - Total board feet x \$0.02 + \$175
 - iii. Storage of saw dust, wood chips, and hogged material up to 100 cubic feet - \$72
 - iv. Storage of saw dust, wood chips, and hogged material over 100 cubic feet - Total cubic feet x \$0.02 + \$72
- u. Magnesium and pyrophoric metals to melt, heat treat, or grind 10 pounds of these metals - \$150
- v. Open flames & Torches in an assembly occupancy as permitted in IFC 308.3.2, 308.3.5 & 308.3.7 - \$72
- w. i. Pyrotechnic and special effects - \$470
- x. ii. Pyroxylin (cellulose nitrate) plastics
 - 1. Assembly or manufacture and storage up to 25 pounds - \$100
 - 2. Storage over 25 pounds - Total pounds or fraction of x \$1.00 + \$100
- y. iii. Refrigeration equipment as regulated in IFC Section 606 - \$72
- z. iv. Repair garages and motor fuel-dispensing facilities as regulated in IFC Chapter 22 - \$300
- aa. v. Rooftop heliports and helistops as regulated in IFC Chapter 11
 - 1. heliports - \$250
 - 2. helistops - \$100
- bb. vi. Spraying or dipping as regulated in IFC Chapter 15 - \$360
- cc. vii. Temporary membrane structures, tents, and canopies
 - 1. greater than 200 square feet to 700 square feet - \$120
 - 2. greater than 700 square feet - Total square feet x \$0.02 + \$120

dd. viii. Tire-rebuilding, storage of tires and scrap tire byproducts

1. tire-rebuilding facilities - \$300
2. storage of tires and scrap tire by-products up to 2,500 cubic feet - \$72
3. storage 2,501 cubic feet and greater of tires and scrap tire by-products - Total cubic feet x \$0.02 + \$72

ee. 4.— Waste handling (junk yards, wrecking yards, and waste material-handling facilities)

- a. an area of 1 acre or less - \$190
- b. over 1 acre - each 0.25 acre x \$1.25 + \$190

(3) *Penalties for violations of the International Fire Codes.*

- a. Maintain safeguards, failure to IFC 107.1 - \$500
- b. Maintain means of egress, failure to IFC 1027 - \$750
- c. Permits, failure to obtain IFC 105.1.1 and 901.2 - Fine shall be double the cost of the permit
- d. Obstructing operations IFC 104.11.2 - \$500
- e. Occupancy before approval IFC 105.3.3 and 901.5.1 - Fine shall be doubled the cost of the permit
- f. Overcrowding IFC 107.6 - \$100 for each person over the occupant load permitted
- g. Stop work order, failure to comply IFC 111.4 - Fine shall be doubled the cost of the permit
- h. Timing of installation, fire access roads and water supply IFC 501.4 - Fine shall be doubled the cost of the permit
- i. Unsafe conditions, Buildings IFC 110.1.1 - \$500
- j. *Infractions of the code other than those listed above.* If the infractions cited are multiple, then the civil penalty shall not be greater than \$1,000 for an individual, or \$5,000 for a corporation, association, partnership, or government

- i. first infraction - \$25 each violation
- ii. second time of the same infraction - \$50 each violation
- iii. third time of the same infraction shall have a civil penalty rate of \$100 each violation.

(4) Copies of Fire Department reports - \$15 minimum

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2019.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	_____
Fiscal Impact:	_____
Funding Source:	_____
Account #:	_____
Budget Opening Required:	<u>No</u>

ISSUE:

Our City and State has been challenged to achieve net zero emissions in our production and use of energy by 2030.

SYNOPSIS:

This resolution states the City’s intent to achieve that goal.

BACKGROUND:

HB 411 was passed in 2019 and sets a framework for Municipalities to work with Rocky Mountain Power and the State Utility Commission to create an “Alternative Rate Structure” that would seek to create a net offset of electrical usage for participants with renewable sources by 2030. While the process created is not necessary to accomplish the goal, it did increase awareness toward paths and desirability towards accomplishment.

RECOMMENDATION:

City staff is in support of the goal of achieving a net zero emission standard by 2030 or sooner. If this resolution is adopted, the City will examine all alternatives toward accomplishment.

SUBMITTED BY:

Administration

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION SUPPORTING AN INCREASE IN THE AMOUNT
OF ENERGY DERIVED FROM RENEWABLE RESOURCES.**

WHEREAS, the West Valley City Council is committed to efficient and sustainable energy production; and

WHEREAS, increased renewable energy production offers environmental and economic benefits; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to meet the desirable goal of zero net energy emissions by 2030;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City's goal is to achieve zero net energy emissions by producing renewable energy in an amount equivalent to that produced and consumed in the City by 2030.

PASSED, APPROVED and MADE EFFECTIVE this ____ day of _____, 2019.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	
Fiscal Impact:	\$18,325.00
Funding Source:	General Fund
Account #:	45-9610-40750-75247-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Right-of-way Contract.

SYNOPSIS:

Hunter Park Plaza Limited Liability Company has signed a Right-of-way Contract with West Valley City and an Underground Right of Way Easement in favor of Rocky Mountain Power on property located at 3550 South 5600 West (14-35-228-039).

BACKGROUND:

The Hunter Park Plaza Limited Liability Company parcel located at 3550 South 5600 West is one of several parcels affected by this project and which require acquisitions of Underground Right of Way Easements in favor of Rocky Mountain Power for the 3500 South Power Burial Project; approximately 5400 West to 6000 West. This project will be constructed in conjunction with the current phase of the Mountain View Corridor Project. As a Betterment to the Mountain View Corridor Project, is paying for the burial of overhead power lines between approximately 5400 West and 6000 West. Compensation for the purchase of the Underground Right of Way Easement and improvements is \$8,900.00 based upon the compensation estimate prepared by the DH Group, LLC. As part of this project we are also required to pay for the replacement of an existing 3-phase HVAC roof top unit with a new single-phase HVAC roof top unit as Rocky Mountain Power will no longer be providing 3-phase power to this site. Cost of the HVAC is \$9,425.00 based upon a bid for Jones Heating and Air Conditioning, Inc. Total compensation for this property is \$18,325.00.

RECOMMENDATION:

Authorize the Mayor to execute Right-of-way Contract. City Recorder will also record the Underground Right of Way Easement in the office of the Salt Lake County Recorder in behalf of Rocky Mountain Power.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT AN UNDERGROUND RIGHT OF WAY EASEMENT WITH AND FROM HUNTER PARK PLAZA LIMITED LIABILITY COMPANY FOR PROPERTY LOCATED AT APPROXIMATELY 3550 SOUTH 5600 WEST.

WHEREAS, Hunter Park Plaza Limited Liability Company (“Owner”) has entered into an Easement Purchase Agreement for property located at 3550 South 5600 West that is affected by the 3500 South Power Burial Project (herein “Project”); and

WHEREAS, Owner has also signed an Underground Right of Way Easement (the “Easement”) as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Easement Purchase Agreement with Owner, and to accept the Easement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled “Easement Purchase Agreement” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this ____ day of _____, 2019.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**WEST VALLEY CITY
EASEMENT PURCHASE AGREEMENT**

On this _____ day of _____, 20____, Hunter Park Plaza Limited Liability Company, GRANTOR, hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, an Underground Right-of-Way Easement.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. GRANTOR shall deliver an Underground Right of Way Easement (the "Easement") in the form and for the property described in Exhibit A.
2. The City shall pay Eighteen Thousand Three Hundred and Twenty Five Dollars (\$18,325.00) for the Easement. This amount constitutes fair market value and is the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to the Easement. Closing shall occur within sixty days of the execution of this Agreement.
3. The GRANTOR represents that no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Easement or into any water systems on or below the surface of the Easement, and the Easement complies with all local, state, and federal hazardous waste laws, rules, and regulations. The GRANTOR agrees to indemnify, and hold the City harmless from and against damages and expenses, including reasonable court costs and attorney's fees, arising from or by reason of the presence of hazardous waste or toxic substances on the Easement. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City. GRANTOR is responsible for compliance with the obligations of this Section 3 and for any damages resulting from the breach thereof. The provisions of this Section 3 shall survive the termination of this Agreement and the closing of this transaction.
4. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Easement. The performance of this Agreement constitutes the entire consideration for the grant of the Easement and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.
5. Closing costs shall be paid by the City.

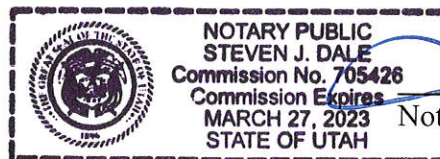
IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

GRANTOR
HUNTER PARK PLAZA LIMITED LIABILITY COMPANY

Neil K. Nixon

State of UTAH)
County of SALT LAKE) :SS

On this 27TH day of NOVEMBER, 2019, personally appeared before me Neil K. Nixon, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Managing Member, of Hunter Park Plaza Limited Liability Company, a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.



Steven J. Dale
Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

EXHIBIT A

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Project Name:

WO#: 6669482

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Hunter Park Plaza Limited Liability Company** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Salt Lake** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Northeast Quarter of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at a point in the grantors northerly boundary line, said point is 231.36 feet N.89°45'35"W. along the section line and 240.00 feet S.00°14'25"W. from the Northeast Corner of said Section 35 (Note: Basis of Bearing is N.89°45'35"W. along the section line between the found monuments representing the Northeast Corner and the North Quarter Corner of Section 35, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said northerly boundary line S.89°45'35"E. 10.00 feet; thence S.00°08'36"W. 183.00 feet; thence N.89°45'35"W. 10.00 feet; thence N.00°08'36"E. 183.00 feet to the point of beginning.

The above described perpetual easement contains 1,830 square feet or 0.042 acre in area, more or less.

Assessor Parcel No.

14-35-228-039

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

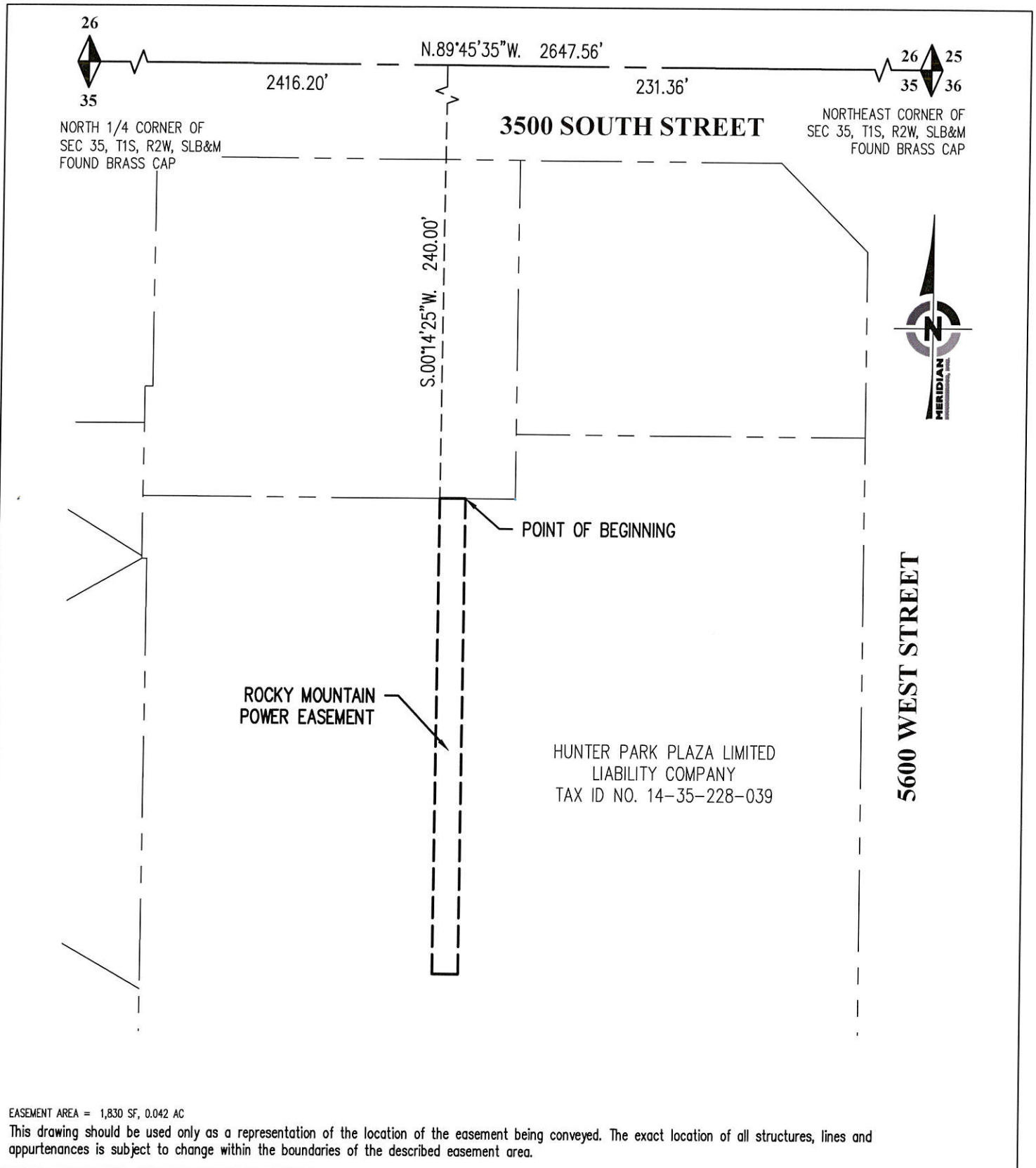
Hunter Park Plaza Limited Liability Company

STATE OF _____) SS.
County of _____)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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EXHIBIT A



SCALE: N.T.S. DATE: 08/20/2019

EXHIBIT A

SITUATE IN THE NE 1/4 OF SEC. 35,
T.1S., R.2W., SLB&M
SALT LAKE COUNTY, UTAH

BY: TRW

CKD: MWN

APP:



REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Project Name:

WO#: 6669482

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Hunter Park Plaza Limited Liability Company** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Salt Lake** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Northeast Quarter of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at a point in the grantors northerly boundary line, said point is 231.36 feet N.89°45'35"W. along the section line and 240.00 feet S.00°14'25"W. from the Northeast Corner of said Section 35 (Note: Basis of Bearing is N.89°45'35"W. along the section line between the found monuments representing the Northeast Corner and the North Quarter Corner of Section 35, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said northerly boundary line S.89°45'35"E. 10.00 feet; thence S.00°08'36"W. 183.00 feet; thence N.89°45'35"W. 10.00 feet; thence N.00°08'36"E. 183.00 feet to the point of beginning.

The above described perpetual easement contains 1,830 square feet or 0.042 acre in area, more or less.

Assessor Parcel No.

14-35-228-039

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this 27TH day of NOVEMBER, 2019.

GRANTOR

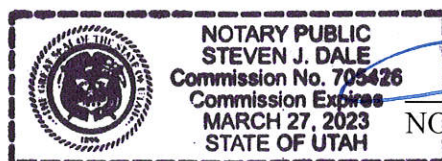
Hunter Park Plaza Limited Liability Company

Neil K. Nixon
Neil K. Nixon, Managing Member

STATE OF UTAH)
County of SALT LAKE) ss.

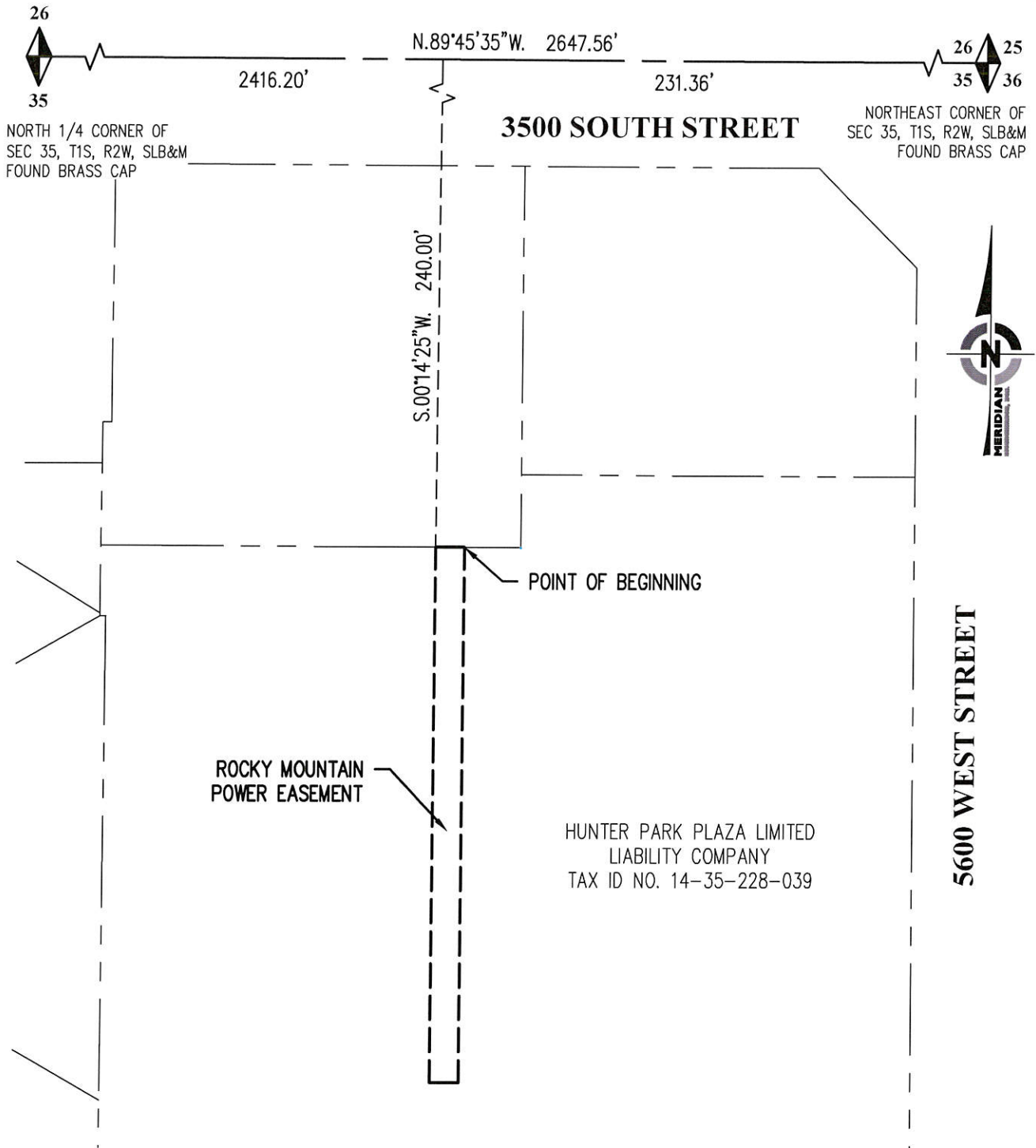
On this 27TH day of NOVEMBER, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Neil K. Nixon, known or identified to me to be the Managing Member of the limited liability company, who executed the instrument on behalf of Hunter Park Plaza Limited Liability Company, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Steven J. Dale
NOTARY PUBLIC

EXHIBIT A



EASEMENT AREA = 1,830 SF, 0.042 AC

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S. DATE: 08/20/2019



EXHIBIT A
SITUATE IN THE NE 1/4 OF SEC. 35,
T.1S., R.2W., SLB&M
SALT LAKE COUNTY, UTAH

BY: TRW

CKD: MWN

APP:



05-AUG-2019 D:\CDN_Files\pdx\VAN\VA01\PM\INT01\par-sens.com\Utah State\Documents\MVC4100S SR201\20-Design\00-Corridor-Wide\CAD\Utility\South Segment\Sheets\13149_S_UT_5600S_01.dgn

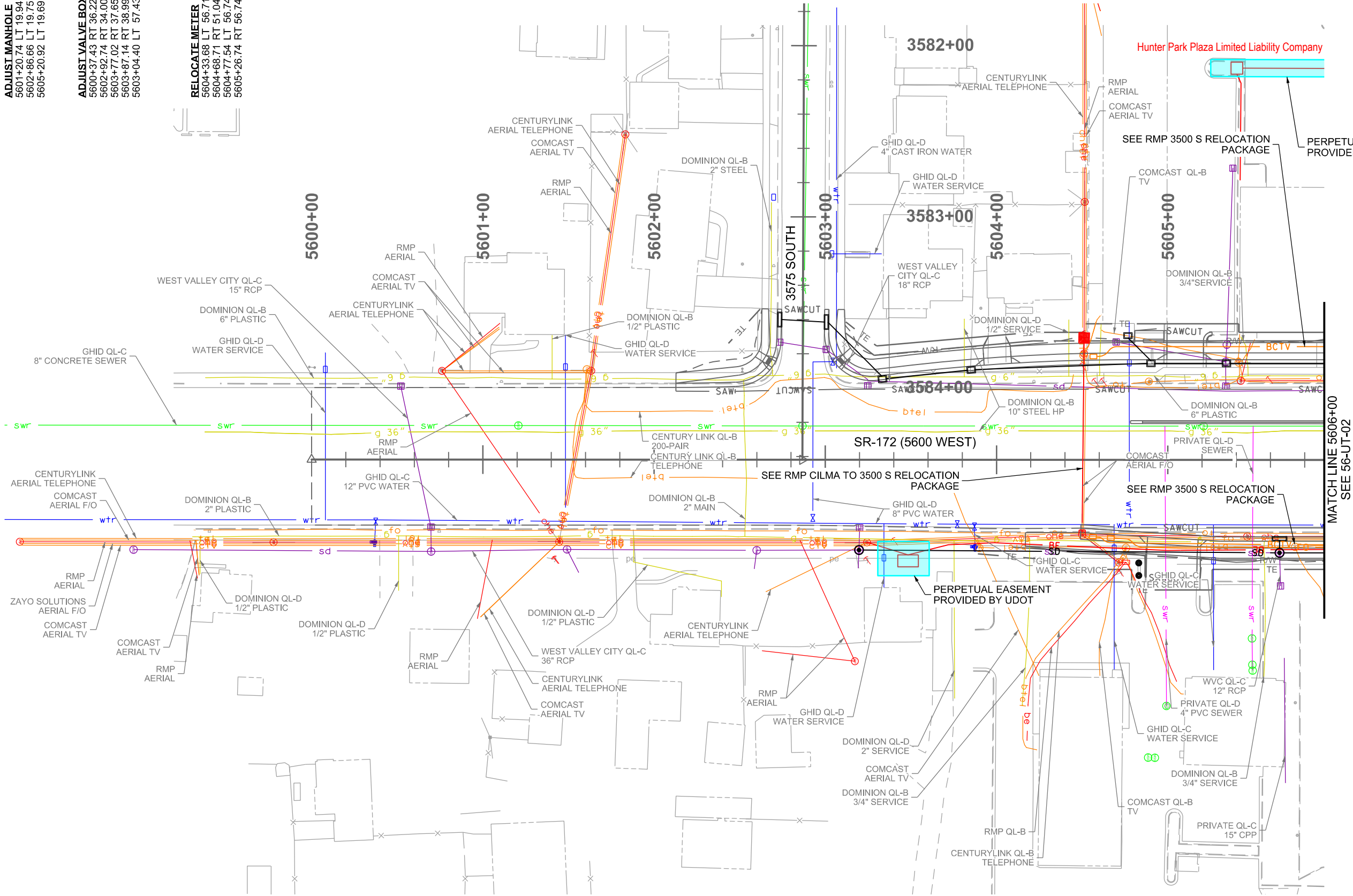
ADJUST MANHOLE
5601+20.74 LT 19.94 (SEWER)
5602+86.66 LT 19.75 (SEWER)
5605+20.92 LT 19.69 (SEWER)

ADJUST VALVE BOX
5600+37.43 RT 36.22
5602+92.74 RT 34.00
5603+77.02 RT 37.65
5603+87.14 RT 38.99
5603+04.40 LT 57.43

RELOCATE METER
5604+33.68 LT 56.71
5604+68.71 RT 51.04
5604+77.54 LT 56.74
5605+26.74 RT 56.74

LEGEND:

- X X X ABANDON UTILITY
~~~~~ REMOVE UTILITY  
///// FLOW FILL UTILITY



NOTES:

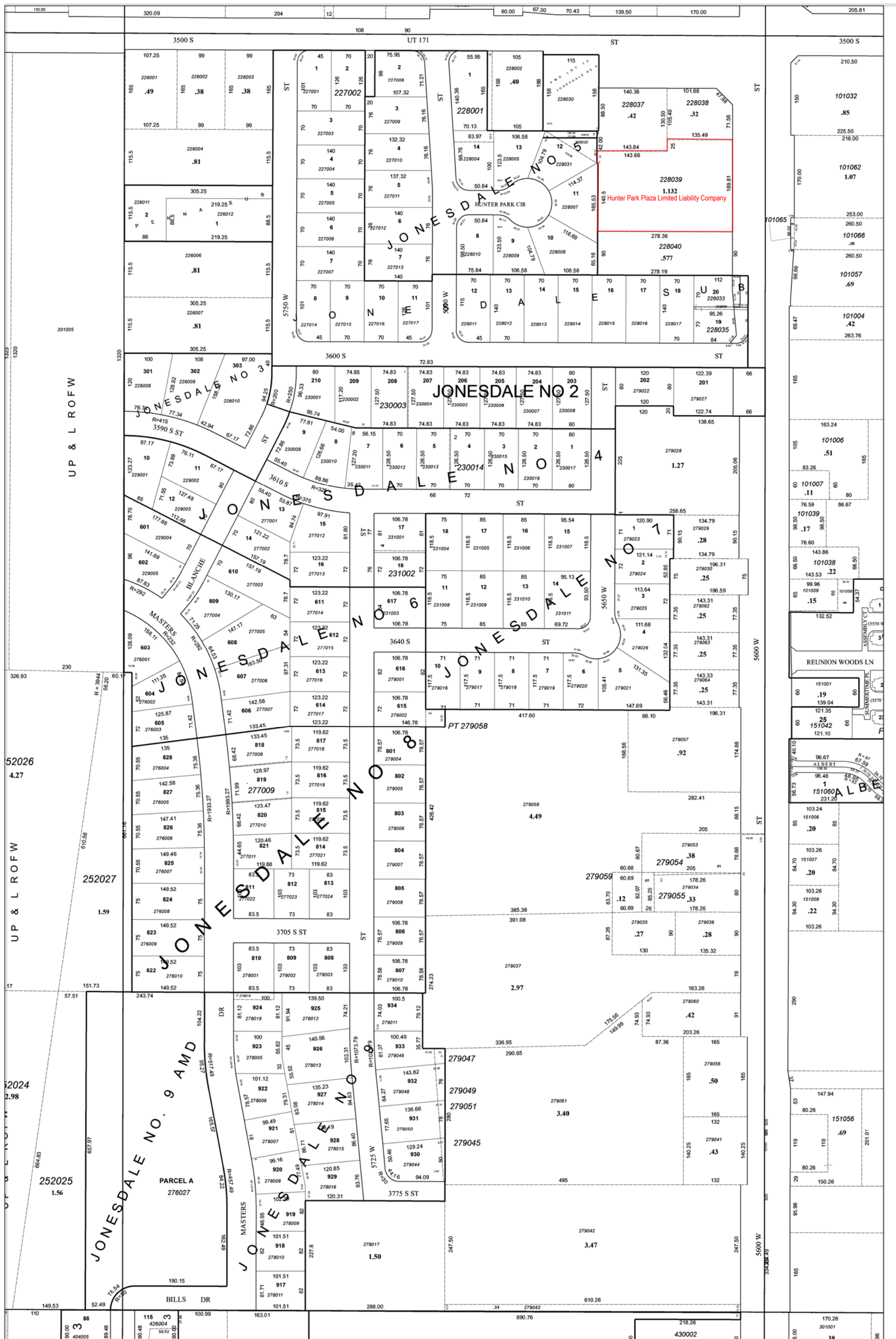
1. SEE HORIZONTAL CONTROL SHEETS FOR HORIZONTAL ALIGNMENT DATA.  
2. PROTECT IN PLACE ALL UTILITIES UNLESS SHOWN OTHERWISE.

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|                        |  |           |  |           |  |                  |  |         |  |                |  |       |  |     |  |       |  |          |  |                      |  |      |  |                       |  |      |  |    |  |            |  |     |  |     |  |          |  |                                     |  |                                   |  |           |  |     |  |      |  |             |  |     |  |     |  |          |  |          |  |                                          |  |                                              |  |         |  |
|------------------------|--|-----------|--|-----------|--|------------------|--|---------|--|----------------|--|-------|--|-----|--|-------|--|----------|--|----------------------|--|------|--|-----------------------|--|------|--|----|--|------------|--|-----|--|-----|--|----------|--|-------------------------------------|--|-----------------------------------|--|-----------|--|-----|--|------|--|-------------|--|-----|--|-----|--|----------|--|----------|--|------------------------------------------|--|----------------------------------------------|--|---------|--|
| SR-85, MVC; 4100 SOUTH |  | TO SR-201 |  | S-0085(9) |  | UTILITY (5600 W) |  | PROJECT |  | PROJECT NUMBER |  | 13149 |  | PIN |  | 13149 |  | APPROVED |  | NOT FOR CONSTRUCTION |  | DATE |  | PROFESSIONAL ENGINEER |  | DATE |  | QC |  | CHECKED BY |  | BOW |  | MJE |  | DRAWN BY |  | MOUNTAIN VIEW CORRIDOR CONSTRUCTORS |  | UTAH DEPARTMENT OF TRANSPORTATION |  | REVISIONS |  | NO. |  | DATE |  | APPROVED BY |  | BOW |  | BOW |  | 08/05/19 |  | 05/29/19 |  | FINAL PACKAGE - 4100 S/3500 S/5600 W FCW |  | INTERMEDIATE PACKAGE - 4100S/3500S/5600W FCW |  | REMARKS |  |
|------------------------|--|-----------|--|-----------|--|------------------|--|---------|--|----------------|--|-------|--|-----|--|-------|--|----------|--|----------------------|--|------|--|-----------------------|--|------|--|----|--|------------|--|-----|--|-----|--|----------|--|-------------------------------------|--|-----------------------------------|--|-----------|--|-----|--|------|--|-------------|--|-----|--|-----|--|----------|--|----------|--|------------------------------------------|--|----------------------------------------------|--|---------|--|





This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property may be necessary.

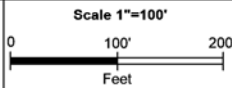


Prepared and published by  
Salt Lake County Recorder  
Rashelle Hobbs  
2001 S. State Street #N1-600  
Salt Lake City, Utah 84190  
385-468-8145  
recorder.slco.org



E 1/2 NE 1/4 Sec 35 T1S R2W  
SALT LAKE COUNTY, UTAH

5/3/2019



Page 13 of 13

**Item:** \_\_\_\_\_

**Fiscal Impact:** \$1,878,999

**Funding Source:** Office Supplies

**Account #:** 10-6511-40240-00000-0000

**Budget Opening Required:**

**ISSUE:**

Recent events involving interactions between police officers and members of the public have given rise to a recommendation that jurisdictions equip their law enforcement personnel with body-worn cameras.

**SYNOPSIS:**

The West Valley City Police Department has identified a need to equip its police officers with body-worn cameras as part of its continuing effort to improve transparency, protect its members from false and frivolous claims, and increase efficiency.

After extensive field testing of six (6) different camera units obtained from five (5) different vendors, the Police Department has determined the following criteria as being essential to pursuing purchase of this new platform:

- Head mounted - *"It sees what the user sees."*
- Eye protection - *Consistent with current training*
- Video Buffering
- Real-time user verification
- Quality low light recording capability
- Hi-resolution video recording
- Flexible mounting platform
- Integrated RMS interface that allows for seamless and consistent uploading and tagging of videos
- Cloud-based storage
- Ability to recover deleted videos
- Tiered user/administrator access
- Updating & Warranty
- Vendor stability

After consideration of the identified needs, one vendor - Taser International, possessed all of the desired features in their Axon Flex product.

Additionally, the Police Department was previously familiar with the Taser Axon Flex product having previously acquiring 15 units for field testing and deployment through the Valley Police Alliance.

In consideration of the fact that the Axon Flex Body-cam offered through Taser International was the only system that met all of the identified requirements deemed essential for a Body-worn camera platform for the Police Department, we recommend the City authorize a purchase of 175 units through Taser International via a "sole source" purchase agreement.

**BACKGROUND:**

Body-worn cameras can help improve the high-quality public service expected of police officers and promote the perceived legitimacy and sense of procedural justice that communities have about their police departments. Furthermore, departments that are already deploying body-worn cameras have reported that the presence of cameras often improves the performance of officers as well as the conduct of the community members who are recorded. This is an important advance in policing. And, when officers or members of the public break the law or behave badly, body-worn cameras can create a public record that allows the entire community to see what really happened.

At the same time, the fact that both the public and the police increasingly feel the need to videotape every interaction can be seen both as a reflection of the times and as an unfortunate commentary on the state of police-community relationships in some jurisdictions. As a profession, policing has come far in developing and strengthening relationships with the communities they serve. Body-worn cameras can increase transparency and accountability by preserving an exact record of interactions occurring between the police and public.

**RECOMMENDATION:**

It is recommended that the Council approve this purchase.

**SUBMITTED:**

Colleen Jacobs, Chief of Police

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE RENEWAL OF  
OUR AGREEMENT WITH TASER AXONBODY  
CAMERAS FOR USE BY THE POLICE DEPARTMENT.**

**WHEREAS**, in 2014 West Valley City agreed to a five-year contract with Taser International (now called Axon Enterprises); and

**WHEREAS**, use of body cameras over the last four years has provided a great benefit to the city; and

**WHEREAS**, the City has continuing need to equip its police officers with body worn cameras as part of its continuing effort to improve transparency, protect its members from false and frivolous claims, and increase efficiency; and

**WHEREAS**, Axon Enterprises continues to provide the most efficient equipment, software, and support available.

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to enter into a services ad purchasing agreement with Axon Enterprises, Inc.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah that the City is hereby authorized to purchase cameras, accessories, software and service from Taser International for an amount not to exceed \$1,900,000.00 and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase, subject to final approval of the documents by the City Manager and the City Attorney's Office.

**PASSED, APPROVED, and MADE EFFECTIVE** this \_\_\_\_\_ day  
of \_\_\_\_\_, 2019.

**WEST VALLEY CITY**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY RECORDER**



## Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and West Valley City Police Department ("**Agency**"). This Agreement is effective as of the last signature date on this Agreement ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

- 1 **Term.** This Agreement begins on the Effective Date and continues for 5 years ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. 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.
- 2 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.
- 3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.
- 4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.
- 5 **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.
- 6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
- 7 **Warranty.**
  - 7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run

from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

- 7.2 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 Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload 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 Device sent to Axon for service.

- 7.3 Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

- 7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

**7.4.1 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.**

**7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Records, Axon CAD, Axon Interview Room, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform 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

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incorporated into this Agreement by reference.

- 9 **Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon device warnings.
- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 11 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 12 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnatee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 13 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 14 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 15 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 16 **Termination.**
- 16.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 16.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 16.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this

Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled 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 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 18** **General.**
- 18.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party’s reasonable control.
- 18.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6 Assignment.** Neither Party may assign this Agreement without the other Party’s prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

**18.10 Governing Law.** The laws of the state where Agency 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 Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
legal@axon.com

Agency:  
Attn:  
Street Address  
City, State, Zip  
Email

**18.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

**Axon Enterprise, Inc.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**West Valley City Police Department**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**Axon Cloud Services Terms of Use Appendix**

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**1 Definitions.**

**"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

- 2 Subscription Term.** For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("**Axon Evidence Subscription Term**"). Start dates for Axon Records and Axon Dispatch will be addressed through an SOW.

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

- 4 Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

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

- 6 Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services

violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 7** **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

- 8** **Storage.** For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

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

- 10** **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

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- 11** **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 12.2.** 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;
  - 12.3.** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 12.4.** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 12.5.** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 12.6.** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - 12.7.** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 13** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 14** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 16** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



### Technology Assurance Plan Appendix

- 1 **Term.** TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Officer Safety Plan Standard.** The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera ("**BWC**") and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 4 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an OSP 7 bundle.
- 5 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month. For phased deployments, each phase has its own start and end date based on the phase's first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date ("**OSP 7 Term**").
- 6 **TAP BWC Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts ("**BWC Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new BWC of Agency's choice.
- 7 **TAP Dock Upgrade.** If Agency purchased 3 years of Dock TAP and makes all payments, Axon will provide Agency a new Axon Dock 3 years after TAP starts ("**Dock Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or Dock TAP and makes all payments, Axon will provide Agency a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a

single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.

- 8**     **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the second BWC and Dock Upgrade 60 days before the end of the Term without prior confirmation from Agency.
- 9**     **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 10**    **Return of Original Device.** If Axon provides a warranty replacement 6 months before the date of a BWC Upgrade or Dock Upgrade, the replacement is the upgrade. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 11**    **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 11.1.**    TAP and OSP coverage terminates as of the date of termination and no refunds will be given.
  - 11.2.**    Axon will not and has no obligation to provide the Upgrade Models.
  - 11.3.**    Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



### TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1** **Term.** If Agency purchases TASER 7 as part of OSP 7 or 7 Plus, TASER 7 starts on the OSP 7 start date. Otherwise, the start date is based on shipment of TASER 7 hardware. If Axon ships TASER 7 hardware in the first half of the month, TASER 7 starts the 1st of the following month. If Axon ships TASER 7 hardware in the second half of the month, TASER 7 starts the 15th of the following month ("**TASER 7 Start Date**"). TASER 7 will end upon completion of the associated TASER 7 subscription in the Quote ("**TASER 7 Term**"). For phased deployments, each phase will have its own 60-month term, with start dates as described above.
- 2** **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 3** **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the TASER 7 Start Date. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 4** **Extended Warranty.** If the Quote includes a TASER 7 plan (TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. The extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term.
- 5** **Trade-in.** If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

| Agency Size            | Days to Return from TASER 7 Start Date |
|------------------------|----------------------------------------|
| Less than 100 officers | 30 days                                |
| 100 to 499 officers    | 90 days                                |
| 500+ officers          | 180 days                               |

- 6** **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.
- 7** **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 7.0

Release Date: 8/6/2019

during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

- 8**     **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.
- 9**     **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 9.1.**     TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
  - 9.2.**     Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
  - 9.3.**     Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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**Axon Auto-Tagging Appendix**

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



## Master Services and Purchasing Agreement

### Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus. Axon Aware Plus includes Axon Aware.

- 1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 **LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 5 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.

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**Add-on Services Appendix**

This Appendix applies to Axon Citizen for Communities, Axon Redaction Studio, and Axon Performance.

- 1      Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance as part of a bundled offering, the subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2      Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Evidence Terms of Use Appendix also apply to Portal Content.

- 3      Performance Auto-Tagging Data.** In order to provide Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.